



Fire Master Fire Equipment, Inc.

*Sales & Service on New & Pre-Owned Fire Apparatus
Plus a Complete Line of Fire Fighting Equipment*



Apparatus Contract

This AGREEMENT is tentatively made this 14 day of February 2023 between Fire Master Fire Equipment, Inc. (hereafter known as "Fire Master") and the St. Joseph Department (Hereafter known as "BUYER") in accordance with the conditions written below and the specifications and addendum(s) attached, which are made part of this Contract. This agreement shall not become binding or effective until the City Council of the City of St. Joseph approves an ordinance authorizing execution of this agreement and appropriating funds for the purchase describe in this agreement and it is agreed to and accepted in writing and is properly signed by an officer of Fire Master Fire Equipment, Inc. and Ferrara Fire Apparatus, Inc. has agreed to manufacture the Pumper trucks described in this Agreement. In the event the City Council of the City of St. Joseph does not approve an ordinance authorizing execution of this agreement and appropriating funds for the purchase describe in this agreement before March 20, 2023, this agreement and all offers between the parties shall become void.

TERMS OF PAYMENT- The Buyer agrees to purchase Two (2) 2023 Ferrara Heavy Duty Extruded Aluminum Top Mount Custom Pumpers mounted on Custom Spartan FC-94 Chassis' with Waterous CSU 1,500 GPM Pumps and 1,000 Gallon Booster Tanks (Demo Units H7111 and H7112) For the total sum of: One Million, One Hundred Ten Thousand, Three Hundred Sixty-Four Dollars and 00/100 (\$1,110,364.00), excluding any taxes, to be paid in full, **WITHIN TEN (10) CALENDAR DAYS OF RECEIPT OF THE CITY COUNCIL OF THE CITY OF ST. JOSEPH APPROVES AN ORDINANCE AUTHORIZING EXECUTION OF THIS AGREEMENT.** The vehicle(s) shall not be released for production until payment is made.

Payment shall be made directly to Fire Master Fire Equipment, Inc. Payment shall be made in United States Currency, by check mailed to Fire Master Fire Equipment, Inc. 2049 East Division Street, Springfield, Missouri 65803 or wire transfer directed to First Bank Midwest, Springfield Missouri (Account Information to Be Provided with Invoice). No checks or any other form of payment shall be made to any sales representatives, dealer, agents, etc.

NFPA Compliance: All apparatus manufactured by Ferrara Fire Apparatus, Inc. are built with strict compliance to NFPA 1901.

DELIVERY- Delivery shall be F.O.B St. Joseph, Missouri with an estimated delivery of December 2023, but in no event later than March 31, 2024, without the written consent of the Buyer's Fire Chief. Fire Master shall not be held liable for delay damages for failure to make deliveries as a result of fire, flood, riots, strikes, chassis shortages, or delays caused by its suppliers, any act of God or any other circumstances beyond Fire Master's control.



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INSPECTION- The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice of any defects with Ten (10) days. The vehicle(s) shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Ten (10) day period.

WARRANTY- Each vehicle manufactured by Ferrara Fire Apparatus, Inc. shall be warranted according to the provisions contained in the Ferrara Fire Apparatus, Inc. Warranty Certificate enclosed with the bid proposal package.

ASSIGNMENT- The rights and obligations of the BUYER under this Agreement shall not be assigned or transferred without the prior written consent of Fire Master and Ferrara Fire Apparatus, Inc.

AMENDMENT (S) - No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless produced in writing and properly executed by a duly authorized officer of Fire Master and a representative of the BUYER.

NOTICES- All notices under this Agreement must be certified mail, return receipt requested.

GOVERNING LAW- This Agreement shall be constructed and interpreted, and its performance shall be governed by the laws of the state of Missouri.

AGREED this 24 day of February 2023.

Buyer:

Bryan Carter
(Authorized Signature for Buyer)

Printed:

Bryan Carter

Title:

City Manager

Name, Address, & Phone Number of Fire Department:

St. Joseph Fire Department
Fire Chief Kenny Cordonnier
401 South 7th Street
St. Joseph, Missouri 64501



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Signed:

(Christopher B. Thompson, Territory Manager)

Signed:

(Scott Shelton, President)