



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: John Townsend, Fire Chief
Date: April 26, 2023
Item: Tender Purchase Contract

Council Action Requested:

Approve purchase contract for tender and authorize pre-payment with Custom Fire.

Background Information:

The 2023 budget includes the purchase of a replacement tender. The approved budgeted amount is \$470,000.00. This agreement is to enter an agreement with Custom Fire to purchase this vehicle. The cost with pre-payment is \$453,000.00. The prepayment agreement reduced the total cost of this vehicle by \$22,653.00

Financial Impact:

Budgeted Item-\$453,000.00

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: Motor Vehicle Purchase Contract



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

www.customfire.com

MOTOR VEHICLE PURCHASE CONTRACT

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, Sourcewell–MN Contract #113021-CSM and: The HASTINGS FIRE DEPARTMENT of Hastings, Minnesota, Sourcewell MN Member ID# 4167, and Party of the Second Part, hereinafter called the BUYER.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, the apparatus and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract. As per Proposal Specifications submitted which includes;

“One (1) Sourcewell PTCO Pumper Tender built on a Freightliner M116 2-Door Tandem Commercial Chassis, with a Waterous Pump System in a side mount configuration to include a Booster Reel, a 3000 Gallon Poly Water Tank, Bolted Aluminum Apparatus Body with Anodized Non-Painted Roll-Up Doors, NFPA Audible and Optical Packages and other optional design features with accessories as per specifications provided.”

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, the sum of: **USD \$475,653.00** EXW the Osceola, Wisconsin factory. **NOTE: This price is per CustomFIRE’s Sourcewell–MN Contract #113021-CSM and includes program fees.**

Changes to National Fire Protection Association (“NFPA”), Environmental Protection Agency (“EPA”) or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck by more than \$10,000 may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Parties.

TERMS OF PAYMENT: A Progress Payment in the amount of \$124,984.00 is due upon shipment of the truck chassis to Osceola, Wisconsin. Any applicable balance of payment along with additions or deletions will be due on day of apparatus delivery and equipment. **BUYER may Deduct \$22,653.00 with Pre-Payment in the amount of \$453,000.00 if submitted within 2-weeks of Contract Execution**

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the date due. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: Following approval of this Contract duly executed, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing, Delivery is to be made to; The HASTINGS FIRE DEPARTMENT PERSONNEL at the Osceola, Wisconsin factory in four (4) months or sooner following receipt of the truck chassis.



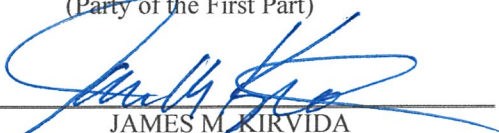
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LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon delivery and acceptance of the apparatus at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to hold both parties harmless and free from any loss.

WITNESS our hands and official seal this 25th day of April 2023.

CUSTOM FIRE APPARATUS, INC.
(Party of the First Part)

CITY OF HASTINGS/FIRE DEPARTMENT
(Party of the Second Part)

By: 
JAMES M. KIRVIDA
PRESIDENT OF THE CORPORATION

By: _____