RESOLUTION 04-08

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL AUTHORIZING THE ACQUISITION OF A FIRE ENGINE PER EXTENSION OF THE BIDDING PROCESS COMPLETED BY THE KETCHUM RURAL FIRE DISTRICT, WITH A NOT TO EXCEED COST OF THREE HUNDRED AND FORTY FIVE THOUSAND DOLLARS ($345,000.00) AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the Ketchum Rural District recently completed the bidding process for a new engine and awarded the contract to Pierce Manufacturing Inc., Appleton, WI, and;

WHEREAS, Idaho Code enables cities to extend the bids and participate in competitively bid services and equipment, and;

WHEREAS, the City of Ketchum has taken advantage of this procedure in acquiring the Caselle Financial Management Software and the Mobile Data Terminals in the Police Department, and;

WHEREAS, the new fire engine is critical to maintaining the Fire Departments insurance ratings, and;

WHEREAS, the Fire Chief estimates this will save the City approximately TWELVE THOUSAND DOLLARS ($12,000.00) and recommends City Council approval.

NOW, THEREFORE, BE IT RESOLVED, that the Ketchum City Council approves the acquisition of a fire engine per extension of the bidding process completed by the Ketchum Rural Fire District, with a not to exceed cost of THREE HUNDRED AND FORTY FIVE THOUSAND DOLLARS ($345,000.00) and authorizes the Mayor to sign this agreement on behalf of the City.

This Resolution with be in full force and effect upon its adoption this 20th day of January, 2004.

Edward Simon, Mayor

Attest:

Sandra Cady, CMC
City Treasurer/Clerk

CITY OF KETCHUM SEAL BLAINE COUNTY, IDAHO

CITY OF KETCHUM
BLAINE COUNTY, IDAHO
SEAL

# CONTRACT

THIS AGREEMENT, made by and between Pierce Manufacturing Inc., Appleton, WI, first party, and the City of Ketchum Fire Department by its authorized representative, second party

WITNESSETH:

**First.** The said first party hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.

**Second.** The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Pierce Proposal, the Pierce Proposal will prevail. The standard Pierce Warranty will apply.

**Third.** This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

**Fourth.** The said apparatus and equipment shall be ready for delivery from Appleton, Wisconsin, within about after October 15, 2004 after the receipt and acceptance of this contract at the first party's office at Appleton, Wisconsin, delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall be delivered to said party of the second part at Ketchum Fire Department located in Ketchum, Idaho.

**Fifth.** A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

**Sixth.** The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of ***** Three Hundred Forty Three Thousand, Two Hundred Seventeen and 00/100 ***** Dollars ($ 343,217.00)

One (1) Enforcer Pumper

Order being placed per delivered specifications for Ketchum RFD unit #14738
Changes to meet specific Ketchum Fire Departments need will be made prior to pre-construction conference

Payment shall be made directly to first party at its Appleton, Wisconsin office. Under no circumstances shall payment be made to the dealer or any other party except Pierce Manufacturing Inc. Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at Pierce Manufacturing Inc., Appleton, Wisconsin, unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation there under shall be evidenced by negotiable paper.

Pierce.

# CONTRACT

If more than one piece of apparatus 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.

**Seventh.** In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the first party at its principal office at Appleton, Wisconsin. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with contract specifications.

**Eighth.** It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the first party 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 payment for the use of the apparatus and equipment up to date of taking possession.

**Ninth.** This contract to be binding must be signed and approved by an officer of Pierce Manufacturing Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed, and attested by its authorized representatives on this _____ day of December, 2003.

PIERCE MANUFACTURING INC.
By _____
Date of Acceptance _____

The _____
By _____(Seal)