



**Metro Fire Apparatus Specialists, Inc.**  
514 MICHIGAN STREET / SOUTH HOUSTON, TX 77587  
(713) 692-0911

### **APPARATUS CONTRACT**

THIS CONTRACT ("Contract") is made by and between Metro Fire Apparatus Specialists, Inc. ("Metro Fire") and City of League City. This Contract will not become binding until it is executed by an officer of Metro Fire and a designated official from the City of League City. The effective date of the Contract ("Effective Date") will be the date that the Metro Fire officer executes the Contract. The parties hereby agree as follows:

(1) Subject to the terms of this Contract, Metro Fire shall furnish, and the City of League City shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications (attached and incorporated Exhibit A) submitted with the bid proposal (attached and incorporated Exhibit B). In the event, there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.

(2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Metro Fire because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to the City of League City as an addition to the Purchase Price set forth below.

(3) The Apparatus and Equipment shall be ready for delivery from Spartan Motors within 220 days after completion and acceptance of documentation from the pre-construction conference. **This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory with 75 days of the effective date of this contract. All days exceeding 75 days will be added to the above-mentioned delivery timeframe.** To meet the 75-day deadline, Metro Fire commits to have all information necessary for the pre-construction meeting complete within 45 days. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Metro Fire requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following the City of League City delay, but in any event by at least the duration of the City of League City delay.

(4) A competent Metro Fire service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give the City of League City firefighters the necessary instructions in the operation and handling of any Apparatus or Equipment.

(5) In exchange for the Apparatus and Equipment, the City of League City agrees to pay Metro Fire the sum of Seven Hundred Forty-Five Thousand, Seven Hundred Nine Dollars and no/100. (\$ 745,709.00) ("Purchase Price").

- (a) This apparatus contract pricing summary as follows;
  - (i) Exhibit A – Invoice

Net payment is due upon delivery to the City of League City, unless otherwise specified herein. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Metro Fire reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specified noted above will be paid by The City of League City Fire Department directly, or will be added to the Purchase Price and paid by Metro Fire. If The City of League City Fire Department claims exemption from any tax, the City of League City shall furnish applicable exemption certificate to Metro Fire and hold Metro Fire harmless from any such tax, interest or penalty which may at any time be assessed against Metro Fire.

(6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of the City of League City Fire Department at a factory location of Metro Fire, completion of any discrepancy list, and shipment of Apparatus and Equipment from Metro Fire's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Metro Fire will not surrender to the City of League City the title to or the statement of origin for any Apparatus or Equipment or provide the City of League City with any other documentation regarding ownership of any Apparatus or Equipment until Metro Fire has received full payment of the Purchase Price and taxes.

(7) Metro Fire warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(8) Metro Fire shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(9) The Apparatus and Equipment shall remain the property of Metro Fire and Spartan Motors until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Metro Fire may take full possession of the Apparatus and Equipment, or of the item or items 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 the date Metro Fire takes possession.

(10) This Contract will only be binding on Metro Fire after it is signed and approved by an officer of Metro Fire. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The City of League City representative signing this Contract on the City of League City behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by the City of League City to authorize the City of League City execution of and performance under this Contract.

(11) The City of League City authorizes the Fire Chief of the League City Fire Department and/or his designated representative to represent the City of League City's best interest during the construction phase of the apparatus. All changes and/or decisions to the specifications on behalf of the City of League City by the Fire Chief and/or his designated representative are final and are to be acceptable to the City of League City. All changes to the specifications will be submitted in writing and a signature from the Fire Chief and/or his representative will be submitted to the Fire Chief. Any additional charges for the changes will not be processed until a signed change order has been processed and signed by the Fire Chief.

(12) If any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(13) This Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflict of laws. The City of League City irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of Metro Fire, be brought in a court of record of the State of Texas in Galveston County, in the United States District Court for the District of Texas, or in a court of record of the State of Texas in Galveston County, where Metro Fire's parent company, Metro Fire, is located, in Houston Texas.

(14) Any modification/aftermarket additions, additional equipment mounting, radio installation, flashlights or added items by the fire department will be done after the City of League City Fire Department accepts and pays for the apparatus in full. This shall include any loose equipment being provided by Metro Fire and/or the City of League City Fire Department.

This Contract is agreed to by the parties as of the Effective Date: April 26, 2017.

**Metro Fire Apparatus Specialists, Inc.**

By:   
Metro Fire Apparatus Specialists, Inc.

Print Name: Craig N. Russell

Title: President

Date: April 26, 2017

**The City of League City:**

By: \_\_\_\_\_  
League City, City Secretary

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
League City, City Attorney

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_