

**ORDINANCE NO. 97-65 AC CMS**

**AN ORDINANCE ACCEPTING THE BID OF PIERCE MANUFACTURING, INC., OF APPLETON, WISCONSIN, FOR THE PURCHASE OF A PIERCE DASH CUSTOM 1500 GPM 100-FOOT AERIAL PLATFORM FIRE TRUCK AND DECLARING AN EMERGENCY**

**BE IT ORDAINED** by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

**SECTION 1.** That the bid of Pierce Manufacturing, Inc., of Appleton, Wisconsin, for the furnishing of a Pierce Dash Custom 1500 GPM 100-foot aerial platform fire truck for the City of Oberlin Fire Department, being the lowest and best bid submitted, is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract for same in the amount of \$673,573.

**SECTION 2.** It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to authorize the purchase of a fire truck for the Oberlin Fire Department at the earliest possible time in order to ensure the health, safety and welfare of the citizens of Oberlin",

and shall take effect immediately upon passage.

**PASSED:** 1st Reading - June 16, 1997  
2nd Reading - July 7, 1997 (E)  
3rd Reading: -

**ATTEST:**

  
**CLERK OF COUNCIL**

  
**CHAIR OF COUNCIL**

**POSTED:** July 8, 1997

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**EFFECTIVE DATE:** July 8, 1997

## AGREEMENT

This Agreement, made this 8th day of July, 1997, by and between the City of Oberlin, Ohio, hereinafter called the "Owner", acting herein through its City Manager, and Pierce Manufacturing, Inc., doing business as a corporation in the City of Appleton, County of Winnebago, and State of Wisconsin, hereinafter called the "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish and deliver a Pierce 1500 GPM, 100' Aerial Ladder Platform to the City of Oberlin Fire Department, 430 South Main Street, Oberlin, Ohio 44074, in accordance to with the following Specifications and Contract Documents attached on or before June 5, 1997..

A Notice of Award issued on July 7, 1997 for the sum of Six hundred seventy three thousand five hundred seventy three dollars (\$673,573.00)

2. The following variations from the Contract Documents and or options have been agreed to:

Approved exceptions and drawings.

3. The term "Contract Documents" means and includes the following:

- a) Advertisement for Bids
- b) Instruction to Bidders
- c) EEO and MBE Documentation
- d) Bid including all attachments thereto.
- e) Bid Bond
- f) Delinquent Personal Property Tax Affidavit
- g) Notice of Award
- h) Agreement
- i) Specifications and approved exceptions
- j) Drawings
- k) Addenda:

No. 1, dated May 6, 1997.

4. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract Documents, such amounts as required by this Agreement.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

AGREEMENT (pg 2)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first written above.

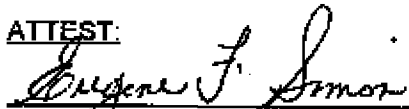
Owner: City of Oberlin, Ohio

By: 

Title: City Manager

(Seal)

ATTEST:



City Clerk

  
(Witness)

Contractor: 

By: 

Title: SALES ADM. MANAGER

Address: PO Box 2017 APPLETON WI 54913

Phone: (414) 832-3000

(Seal)

ATTEST:

\_\_\_\_\_  
(Secretary, if Corporation)

\_\_\_\_\_  
(Witness)

**NOTICE OF AWARD**

To: Pierce Manufacturing, Inc.  
2600 American Drive  
Appleton, WI 54915

The City of Oberlin, Ohio, having considered the Bid submitted by you for Dash-S/100' Pierce Aerial Platform in response to the Advertisement for Bids dated June 5, 1997 and in the amount of \$673,573.00 does hereby notify you that your Bid has been accepted by City Ordinance No. 97-85 AC CMS, dated July 7, 1997.

The following variations from the Specifications and Bid Instructions have been allowed:

Those approved exceptions documented in the Bid Proposal by Finley Fire Equipment, Inc.

Delivery shall be on or before 250 calendar days following signing of Agreement by the City.

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar of the date of this Notice, the City of Oberlin will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Oberlin will also be entitled to such other rights as may be granted by law.

City of Oberlin, Ohio

By: *Robert D. Spinto*

Title: City Manager

Date: 7/8/97

**Acceptance of Notice of Award**

Receipt of the above Notice of Award is hereby acknowledged by

TODD R. WHITE, this 11<sup>th</sup> day of JULY, 1997

By: *Todd R. White*

Title: SALES ADMINISTRATION MANAGER

## CONTRACT

THIS AGREEMENT, made by and between Pierce Manufacturing, Inc., Appleton, WI, first party, and

The City of Oberlin 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 210-250 CAL DAYS 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 Oberlin, Ohio Fire Department

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 Six Hundred Seventy Three Thousand Five Hundred Seventy Three Dollars (\$ 673,573.00)



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, WI., unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation thereunder shall be evidenced by negotiable paper.

It is understood that:

The contract price reflects payment discounts for chassis (\$5,084) and aerial device (\$3,760) payable upon construction of these components. Balance upon delivery shall be paid within ten (10) days after delivery.

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 written 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

8th day of July, 1997.

PIERCE MANUFACTURING, INC.

By

Date of Acceptance 7/17/97

The City of Oberlin

By

(Seal)

Pierce