



## SALES CONTRACT

This agreement made by and between Ed M. Feld Equipment Co., Inc. (Company) and

800 First Terrace  
City of Lansing Kansas  
Lansing KS 66043

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase a quantity of one (1) Spartan S180 4106 Pumper, as described in the specifications hereto attached and made part of this contract, in accordance with the terms and conditions listed on contract pages A, B, & C.
2. **DELIVERY:** The apparatus schedule shall be dependent on the production schedule at time of order. The estimated delivery date of the apparatus to Feld Fire for final inspection and upfit, is **245 days** from contract signing.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written Change Order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. Any or all Change Orders may extend the completion and delivery of the apparatus.
4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached specifications.
5. **WARRANTY:** Shall be as proposed in the attached Spartan specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, per HGACBuy Contract FS12-23 confirmed terms and fair price, paid at delivery, the sum of Eight Hundred Fifty-One Thousand Five Hundred One Dollars and zero cents(\$851,501.00)



## SECTION A

All prices are less any applicable local, state or federal taxes which may be applied to the apparatus proposed. Payment shall be made to Ed M. Feld Equipment Co., Inc. of 113 N. Griffith Rd Carroll, IA 51401.

### 7. **TERMS OF PAYMENT:**

- i. **Contract payment of One Hundred Percent (100%) shall be paid at time of delivery of the apparatus.**
- ii. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

8. **Ed M. Feld Equipment Co., Inc.** requires, and the customer agrees, that the unit shall be inspected and/or delivered within seven (7) days of notice that the unit has been completed and an agreed inspection time has been scheduled at purchaser.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

This contract, to be binding, must be signed by an officer of the Ed M. Feld Equipment Co., Inc. or a person authorized, by Ed M. Feld Equipment Co., Inc. to do so.



**SECTION B**

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this **8<sup>th</sup> day of October 2024, terms of this contract expire end of business day November 5th, 2024**

COMPANY	BUYER
<b>Ed M. Feld Equipment Co., Inc.</b> <b>113 N. Griffith Rd</b> <b>Carroll, IA 51401</b>	City of Lansing
BY: _____	BY: _____
NAME: <u>Spencer Stephens</u>	NAME: _____
TITLE: <u>Apparatus Sales Consultant</u>	TITLE: _____
DATE: _____	DATE: _____
	WITNESSED: _____
	NAME: _____
	TITLE: _____
	DATE: _____



**SECTION C**

**Customer Information Sheet**

To assist in processing your order, please furnish the following information with the contract.

**Owner Information** (For Apparatus Title - MSO)

Name of Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Station Information** (For Service - Where Apparatus Will Be Housed)

Name of End User: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Job Coordinator** (For Engineering Changes & Approval, Etc.)

Contact Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Person Responsible for Billing/Payments**

Contact Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_