

## EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (this "Agreement") is made this 8<sup>th</sup> day of September, 2023 between Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc., ("Company"), having its principal office at 1515 County Road O, Suite A, Neenah, WI 54956 and the GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, an Independent Special District of the State of Florida, having its principal office at 3880 NE 39<sup>th</sup> Avenue, Suite A, Gainesville, Florida, 32609. ("Authority").

### WHEREAS

Authority desires to purchase an aircraft rescue and fire fighting vehicle ("ARFF"), as more particularly described in the proposal documents attached hereto, incorporated herein and made a part of this Agreement, from Company, and Company desires to sell the ARFF to Authority.

The Authority and Company hereby agree that all documents which are part of the Bid Documents and the response to the Bid are hereby made a part of and incorporated in the Agreement for all purposes.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

### SECTION ONE - PURCHASE AND SALE OF EQUIPMENT

1. **Sale and Purchase.** Subject to the terms and conditions of this Agreement, Company will sell, convey, transfer and deliver to Authority, free and clear of all pledges, liens, security interests, charges, or other encumbrances, at the purchase price provided for in this Agreement, the ARFF as set forth on Exhibit A (the "Equipment" or the "ARFF"). Company shall provide training as contained herein.
2. **Purchase Price.** Subject to the terms of this Agreement and in reliance on the representations and warranties set forth in this Agreement, Authority shall purchase the Equipment at Closing (as defined in this Agreement) and in full consideration for the Equipment, will pay to Company \$899,583.00 for the Base Bid and \$130,007.00 for Bid Alternate 1 for a total sum of \$1,029,590.00 which shall be payable in full on acceptance of the Equipment by the Authority, after Authority has had a reasonable time to inspect the ARFF, in immediately available funds. No deposit shall be charged. No Assumption of Liabilities or Costs.
3. Authority shall not assume or be liable for any costs, expenses or liabilities of Company which arise as a result of this sale.
4. **Delivery Deadline and Liquidated Damages.** Company shall deliver the new, fully operational ARFF on or before October 16, 2024 (the "Delivery Deadline") to the Authority at the address specified above, to the attention of the Chief Executive Officer. If the Company fails to deliver the Equipment by the Delivery Deadline, Company shall pay to the Authority the amount of Two Hundred Dollars (\$200.00) for each twenty-four (24) hour period thereafter that the Equipment is not delivered to the Authority as liquidated delay damages (collectively the "Liquidated Delay Damages"). The Authority and Company acknowledge and agree to all of the following: (a) the Authority shall be entitled to damages attributable to delays in the delivery of the ARFF however caused, including if caused by any act or omission of Company or any entity under a contract with Company (whether directly or indirectly) or for whom Company is otherwise responsible ("Stipulated Event"); (b) at the time of execution of this Agreement, it is extremely difficult, if not impossible, to ascertain with precise accuracy the amount of actual damages or other harm that the Authority would incur as a result of a Stipulated Event; (c) the amount of Liquidated Delay Damages specified in this Section One, paragraph D (collectively "Stipulated Sum"), however, bear a substantial relationship to and approximate the actual damages the Authority is expected to incur from a Stipulated Event, represent reasonable compensation to the Authority from damages anticipated from a Stipulated Event and are not a penalty; (d) the Stipulated Sum is based on a fair and methodically reasonable attempt to predict damages resulting from a Stipulated Event (and, accordingly, neither the Authority nor Company may change the Stipulated Sum, or the basis therefor, in any future setting); (e) a material part of the consideration for which the Authority has bargained is the Company's willingness to assume the risk of pre-determined damages for a Stipulated Event (and the Company has attempted to bargain for additional consideration in return for this risk); (f) time is of the essence in this Agreement; and (g) the Company is familiar with provisions for liquidated damages

and has received advice of counsel with respect to this Agreement. Company agrees that the Stipulated Sum to be paid to the Authority in accordance with this Section One, paragraph 4 may be first deducted from any sums due Company (and any excess or sums not so deducted shall be paid immediately by Company to the Authority, time being of the essence).

5. Inspection and Acceptance. The Company shall for a period of 60 days after delivery of the ARFF provide technical representatives to train Authority personnel in the proper operation and maintenance of the Equipment, in accord with Company's specifications and procedures, and Authority shall test the capability of the ARFF in meeting the Authority's operational requirements.

By 30 days following delivery of the Equipment the Authority shall inspect the Equipment to ensure it complies with the bid specification and upon approval shall accept the ARFF or if not, reject the Equipment and notify Company as to its reasons for such rejection by written notice delivered to the Company at the address specified above.

Upon the Authority's acceptance of delivery the closing shall proceed as set forth in Section Four.

6. Payment and Performance Bond. Company shall provide the Authority a Performance Bond and Public Payment Bond equal to 100% of the price bid and awarded to Company by the Authority.

#### SECTION TWO - REPRESENTATIONS AND WARRANTIES OF COMPANY

Company makes the following representations and warranties, each of which is true and correct on the date of this Agreement or shall be true on the date of closing.

1. Existence and Qualification. Company is a Corporation duly organized and validly existing under the laws of the State of Wisconsin; is transacting business in the State of Florida; and, has full power and authority to offer the Equipment for sale and to comply with the terms of this Agreement without limitation.
2. Title to Equipment. On delivery to the Authority Company shall have good and marketable title to the Equipment and all its components, and the Equipment shall not be subject to any pledges, liens, security interests, charges or other encumbrances.
3. Condition of Equipment. Company represents and warrants that the Equipment delivered to the Authority shall be new and in perfect operating condition when accepted by the Authority.
4. No Breach of Statute, Decree, Order or Contract. Company is not dependent on the performance of any third party to fulfill its obligations herein to the Authority. The consummation of this Agreement and the transactions contemplated in this Agreement will not constitute or result in any default, breach or violation by Company, and no governmental permits or consents are necessary to effect the transactions contemplated in this Agreement.
5. Approval of Agreement. Company has full power and authority to enter into this Agreement and to perform its obligations under this Agreement, and no other or further consent, approval or action, corporate or otherwise, is required to be taken or obtained by Company in order to perform all its obligations, and to effect the transactions pursuant to, and in the manner contemplated by, this Agreement.
6. Company's Representations and Deliveries. Neither the representations and warranties contained in this Agreement, nor the information or statements contained in any statement or document furnished to Authority by Company, contains, or shall contain, any untrue statement of a material fact or omits, or shall omit, to state any material fact necessary in order to make Company's statements in this Agreement or any related statement or document not misleading.

#### SECTION THREE - REPRESENTATIONS AND WARRANTIES OF AUTHORITY

1. Government Status and Qualification. Authority is a political subdivision of the State of Florida and has full power and authority to own property and to carry on its business as an airport sponsor as it is now being conducted.

2. Approval of Agreement. Authority has full power and authority to enter into this Agreement and to perform its obligations under this Agreement, and no other or further consent, approval or action, governmental or otherwise, is required to be taken or obtained by Authority in order to perform all its obligations and to effect the transactions pursuant to, and in the manner contemplated by, this Agreement.

#### SECTION FOUR – CLOSING

1. Time and Place. The closing under this Agreement for the sale and purchase of the Equipment shall take place on or immediately following the date of acceptance of the ARFF by the Authority anticipated to be on or about December 16, 2024 at the Gainesville Regional Airport, 3880 NE 39<sup>th</sup> Avenue, Suite A, Gainesville, Florida, 30609, unless otherwise agreed to in writing by the parties.

Company shall deliver to Authority:

- a. A Bill of Sale, Certificates of Title to the ARFF, and Assignment for the Equipment and all manufacturer's warranties for each component part, which shall be effective to vest in Authority good and marketable title to the Equipment, and to all manufacturers' warranty claims, free and clear of all pledges, liens, security interests, charges and other encumbrances.
- b. All such other documentation as Authority's Chief Executive Officer or counsel may reasonably request; and
- c. The Equipment to the Gainesville Regional Airport at the specific location directed by the Authority.

#### SECTION FIVE – WARRANTY

1. Period and Defects. Equipment purchased under this Agreement (and all components of the Equipment), shall be new and shall include the original manufacturer's warranty. That, for one (1) year on the base vehicle, three (3) years for the engine, and five (5) years for the transmission, water pump and generator, lifetime warranty of the water/foam tank from the date of acceptance of the ARFF by the Authority (the "Warranty Period"), the Equipment will maintain the functionality, and will operate in accordance with, and conform to, the Authority's specifications and requirements. Company will correct any failure of the Equipment in accordance with this warranty by providing additional equipment and/or services to Authority at no additional cost to Authority.
2. Quality. Company shall perform all warranty services in a good, workmanlike and Company manner using technicians fully familiar with the Equipment and its underlying technology.

#### SECTION 6 – MISCELLANEOUS

1. Further Assurances. Company shall execute such further instruments and documents as the Chief Executive Officer or counsel for the Authority may reasonably require to carry out effectively the transaction contemplated by this Agreement and to evidence the fulfillment of the conditions contained in this Agreement and the performance of all conditions to the consummation of such transaction.
2. Survival of Representations and Warranties. The representations, warranties and agreements of the Company set forth in this Agreement shall survive the Closing. Every representation, warranty and agreement of Company shall remain in effect.
3. Entire Agreement; Construction; Counterparts. This Agreement and the attached Exhibits constitute the entire agreement of the parties and may not be changed, terminated or discharged orally. The headings appearing in this Agreement have been inserted solely for the convenience of the parties and shall be of no force or effect in the

construction of the provisions of this Agreement. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered an original of this Agreement.

4. Notices. Notices under this Agreement shall be effective if hand delivered, deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or sent by facsimile, receipt confirmed, addressed as follows:

IF TO COMPANY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
EMAIL: \_\_\_\_\_

IF TO AUTHORITY: Allan Penksa, Chief Executive Officer  
Gainesville Regional Airport  
3880 NE 39<sup>th</sup> Avenue, Suite A  
Gainesville, Florida 32609

COPY TO: Lynn Noffsinger, Grants and Contracts Administrator  
[Lynn.noffsinger@flygainesville.com](mailto:Lynn.noffsinger@flygainesville.com)

Either party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth above.

5. Company's indemnification. Company agrees to indemnify, defend, and hold harmless Authority and the City of Gainesville, from and against any losses, damages, costs and expenses (including reasonable attorneys' fees) which may be suffered or incurred by Authority arising from or by reason of the inaccuracy or misleading nature of any statement, representation or warranty of Company made in this Agreement, including untrue statements of material facts or omissions to state material facts necessary to make the statements not misleading, or any breach of this Agreement.
6. Expenses. Except as otherwise set forth in this Agreement, each party will pay its respective expenses incident to the preparation of this Agreement and conclusion of all matters contemplated under this Agreement, and will pay its own expenses and fees incurred in the preparation and delivery of all documents required to be delivered for or on behalf of the party under this Agreement, whether or not the transactions contemplated by this Agreement are concluded.
7. Jurisdiction. If the parties cannot resolve any dispute or claim by mutual negotiation or mediation, then such dispute or claim shall be litigated in the Circuit Court, Alachua County, Florida under the laws of the State of Florida.
8. Binding Effect. This Agreement will be binding upon and inure to the respective benefit of the parties to this Agreement. Company shall not be permitted to assign its rights and obligations under this Agreement without the prior written consent of Authority.
9. Legally Required Provisions. Company hereby covenants and agrees to observe, comply with and perform all of the terms, conditions, representations, warranties, requirements, promises and obligations set forth in Schedule 1, attached hereto, incorporated herein and made a part of this Agreement.

10. Company shall maintain all of the insurance coverage set forth in this Section Six, paragraph (J) uninterrupted at all times while Company is providing services or obligations under this Agreement. In the event Company becomes in default of any of the insurance requirements hereunder, the Authority reserves the right to take whatever legal actions are deemed necessary to protect its interest. Company agrees that, to the fullest extent available, the Commercial Liability policy required hereunder shall provide that the Authority is an additional insured. Gainesville-Alachua County Regional Airport Authority AND the City of Gainesville shall be named as certificate holders on all liability policies required under this Agreement.

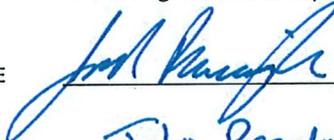
All insurance coverage of Company shall be in addition to and shall in no way be construed or interpreted to be a limitation of Company's indemnification and other obligations to the Authority under this Agreement. It is expressly agreed that Company's policies of insurance required under this Section Six, paragraph (J) shall be primary over any insurance which the Authority may maintain or carry. and that Company shall be responsible and liable for insuring that all of Company's employees, personnel, subcontractors, agents, licensees or invitees who perform any of the obligations hereunder carry and comply with the same insurance coverage and requirements required of Company under this Section Six, paragraph (J).

It is expressly understood by Company that the receipt of any required insurance certificate(s) by Authority hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate(s) are in compliance with all requirements of this Agreement. Further, the failure of Authority to obtain certificate(s) or other evidence of insurance shall not relieve Company of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance conditions by Company hereunder may constitute a material breach of the Agreement and the Authority retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such evidence of insurance, to terminate this Agreement, at the Authority's sole discretion.

The parties have executed this Equipment Purchase Agreement the day and year first set forth above.

COMPANY:

SIGNATURE



NAME PRINTED/TITLE

John Bermingham, Business Unit Director

AUTHORITY:

SIGNATURE



Allan Penksa, Chief Executive Officer