

## KEY CONTRACT TERMS

For

### Master Agreement 2018-WR-060-F

<b><u>Contract Between:</u></b>	Wayne R.E.S.A. and Fredrickson Supply.
<b><u>Contract Purpose:</u></b>	Master Agreement for Municipal Vehicles and Equipment for Wayne R.E.S.A and authorized CoPro+ members
<b><u>Contract Number:</u></b>	2018-WR-060-F
<b><u>RFP Number:</u></b>	WR-060-030618
<b><u>Contractor Name:</u></b>	Fredrickson Supply
<b><u>Contractor Address:</u></b>	3901 3 Mile Road NW Grand Rapids, MI 49534
<b><u>Contractor Telephone:</u></b>	616-949-2385
<b><u>Contract Administrator:</u></b>	Wayne R.E.S.A Designee/CoPro+
<b><u>Contract Period:</u></b>	July 1, 2018 – June 30, 2023
<b><u>Base Contract Years:</u></b>	July 1, 2018 – June 30, 2021
<b><u>Option Years:</u></b>	July 1, 2021 – June 30, 2022 (Option Year 1) July 1, 2022 – June 30, 2023 (Option Year 2)
<b><u>Delivery/Shipment:</u></b>	Refer to Section 1.3
<b><u>Pricing:</u></b>	Refer to Section 1.1 and Attachment A
<b><u>Administrative Fee:</u></b>	2.5%



**Terms & Conditions:**

Refer to Section 3

**F.O.B.:**

Destination

**Ordering Options:**

Phone, Fax, or Email

**Payment Options:**

Purchase Order or Direct Voucher

**Discounts/Rebates**

Refer to Section 1.2

**Miscellaneous Information:**

THIS AGREEMENT IS EXTENDED TO AUTHORIZED  
COPRO+ MEMBERS

Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually on behalf of the Contractor that:

- (1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor;
- (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued);
- (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and
- (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:

WAYNE R.E.S.A.:

FREDRICKSON Supply  
Firm Name

Steven G. Ezike  
Name/Title

Sheri Norton  
Authorized Representative Signature

[Signature]  
Authorized Signature

SHERI NORTON  
Print Name/Title Operations Manager

7/23/18  
Date

7/30/2018  
Date

## **SECTION 1.0 – CONTRACT REQUIREMENTS**

### **1.1 Pricing**

All pricing is FOB Destination. Fredrickson offers a 12-month pricing guarantee, beginning with the Contract Effective Date.

### **1.2 Discounts**

Fredrickson Supply offers discounts across all categories. Discounts are detailed in Attachment A.

### **1.3 Delivery & Acceptance**

Contractor will provide delivery throughout the entire state.

Contractor will deliver products Free on Board to customer site. Should there be a need for special or rush shipping, the customer will be charged accordingly. This will be communicated at the time of the order.

Delivery time frames vary based on the product(s) ordered. Contractor will coordinate with the customer at the time the order is placed to ensure a satisfactory delivery schedule.

### **1.4 Customer Service**

Fredrickson Supply has a full time, impressive customer service team from 8:00 AM to 5:00 PM EST, Monday through Friday. They are knowledgeable and professional, making them well equipped to handle questions and issues from customers. In addition, Fredrickson Supply has a quality management system that is communication heavy and well documented. Quality assurance is mandated and supported by owner and CEO Todd Fredrickson. The goal is zero quality issues and internal assessment plans have been implemented to ensure quality and that quality is not limited to one department. If root cause analysis and corrective action measures are required, Fredrickson Supply works with the manufacturer to find resolution and discusses the proposed solution with the customer.

Fredrickson is committed to keeping lines of communications open with customers, including for issue and change management. The process for handling quality concerns is as follows: Detail the issue, and document it. Use measurable terms, verify the problems, and ensure a complete understanding of the issue. Communicate to the customer the next steps.

1. Streamline corrective actions. Engage all stakeholders to collaborate on solution and development of corrective action plan. Perform a root cause analysis, assign follow up actions and track each action to closure.

2. Track the issue. Provide complete visibility to stakeholders and customers into issue resolution.
3. Review issues for trends. Identify product changes and improvements that are required to avoid similar issues in the future.

### 1.5 Ordering

Sheri Norton, Customer Service and Operations Manager, will be responsible for the Wayne RESA account and all purchases. Inquiries will be responded to impressively and quickly, certainly within 48 business hours.

Fredrickson Supply's toll-free phone number is 888-949-2385. Fredrickson Supply has a full time customer service staff on-site from 7:30 am to 5 pm, Monday through Friday.

### 1.6 Primary Account Representative

Fredrickson's primary point of contact for contract administration with Wayne RESA is the CEO, Todd Fredrickson. Sheri Norton, Customer Service and Operations Manager, will be responsible for the Wayne RESA account and all purchases. Contact information for both Todd and Sheri is included below.

Address: 3901 3 Mile Road NW, Grand Rapids, MI 49534

Todd Fredrickson, CEO  
[todd@fredricksonsupply.com](mailto:todd@fredricksonsupply.com)  
(616)773-8872

Sheri Norton, Customer Service and Operations Manager  
[snorton@fredricksonsupply.com](mailto:snorton@fredricksonsupply.com)  
(616)773-8872

## **SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE**

### **2.1 Pricing Schedule**

#### **2.1.1 Pricing Schedule Worksheets**

See Pricing Attachment A.

#### **2.1.2 Tax Excluded from Price**

(a) **Sales Tax:** Wayne RESA and local units of government are exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.

(b) **Federal Excise Tax:** Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the contractor's prices must not include the Federal Excise Tax.

**2.1.3** The contractor agrees to provide pricing to WAYNE RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The contractor agrees to promptly lower the cost of any product purchased through WAYNE RESA and its participating entities following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by WAYNE RESA. However, the contractor must honor previous prices for thirty (30) days after approval and written notification from WAYNE RESA if requested. If contractor has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

### **2.2 Administrative Fee**

All pricing submitted to WAYNE RESA and its participating entities shall include 2.5% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with WAYNE R.E.S.A./CoPro+. All price changes shall be presented to WAYNE RESA for acceptance, using the same format as was accepted in the original contract.

### **2.3 Discounts**

Fredrickson Supply offers discounts across all categories. Discounts are detailed in Attachment A.

## **SECTION 3.0 - TERMS AND CONDITIONS**

### **3.1 Contract Term & Options to Extend Contract**

#### **3.1.1 General Authority**

The Contract term begins 07/01/18 and expires 06/30/21. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in section 3, Termination by Wayne RESA, unless otherwise agreed to in writing by Wayne RESA Administrator or designee. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect for the balance of the fiscal year for which they were issued.

#### **3.1.2 Option to Extend Contract Term**

Wayne RESA may exercise the option to extend the contract term for 12 months. Wayne RESA will have two one-year (1 year) options. Wayne RESA can exercise the option unilaterally six months prior to the expiration date of 06/30/21 with written notice. Any options exercised within the 6 months prior to the expiration must be done by mutual written agreement by both parties.

### **3.2 Laws**

#### **3.2.1 General Authority**

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

#### **3.2.2 Compliance with Laws**

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

#### **3.2.3 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Wayne County, Michigan, and irrevocably waives any objections to this venue that it may have,

such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

### **3.2.4 Nondiscrimination**

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

### **3.2.5 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

### **3.2.6 Environmental Provision**

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Wayne RESA must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous



Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Wayne RESA in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Wayne RESA may issue a Stop Work Order if the material is a Hazardous Material

that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Wayne RESA may remove the Hazardous Material, render it harmless, or terminate the affected work for Wayne RESA's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws. The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

### 3.2.7 Freedom of Information

This Contract and all information submitted to Wayne RESA by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

### 3.2.8 Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude. "Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

## 3.3 General Provisions

### 3.3.1 Bankruptcy and Insolvency

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Wayne RESA deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Wayne RESA. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Wayne RESA ownership.

### 3.3.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA, and only in accordance with the instructions from Wayne RESA.

### 3.3.3 Antitrust Assignment

The Contractor assigns to Wayne RESA any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

### 3.3.4 Legal Effect

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

### 3.3.5 Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this contract are incorporated in their entirety and form part of this contract.

### **3.3.6 Order of Precedence**

Any inconsistency in the terms associated with this contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability);
- (b) The most recent Statement of Work related to this contract;
- (c) All sections from Section 3 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the contract; and
- (f) Bidder Responses contained in any of the RFP documents.

### **3.3.7 Headings**

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

### **3.3.8 Reformation and Severability**

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

### **3.3.9 Approval**

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

### **3.3.10 No Waiver of Default**

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

### **3.3.11 Survival**

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

### **3.3.12 Electronic Payment Requirement**

The Contractor must be able to receive electronic fund transfer (EFT) payments.

### **3.3.13 Cooperation with Third Parties**

The Contractor and its Subcontractors must cooperate with Wayne RESA and its agents and other contractors, including Wayne RESA's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

### **3.3.14 Relationship of the Parties**

The relationship between Wayne RESA and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Wayne RESA. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

### **3.3.15 Time of Performance**

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA.

### **3.3.16 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or

failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Wayne RESA reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Wayne RESA, Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workarounds plans, or other means, including disaster recovery plans.

### 3.3.17 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### 3.3.18 Examination of Records

Wayne RESA, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

### 3.3.19 Audit Resolution

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

### 3.3.20 Errors

(a) If an audit reveals any financial errors in the records provided to Wayne RESA, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier. (b) In addition to other available remedies, if the difference between Wayne RESA's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

### 3.3.21 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
  - (ii) A parole or probation proceeding;
  - (iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
  - (iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.
- (c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:
- (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
  - (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

### 3.3.22 Other Disclosures

The Contractor must notify Wayne RESA Administrator within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

### 3.3.23 CoPro+ Requirements

- (a) The Contractor will work with CoPro+ to ensure that all purchasers are members before extending the Contract pricing.
- (b) To the extent that CoPro+ Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis.

### 3.3.24 Remittance Fee

The Contractor must collect an administrative fee on all sales transacted under this contract and remit the fee after the end of each quarter. The remittance fee for this contract will be 2.5% on all sales through the use of this contract.

## 3.4 Insurance

### 3.4.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

- (i) Wayne RESA, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without Wayne RESA's approval, Wayne RESA may, after giving the Contractor at least 30-days notice, pay the premium or procure similar insurance coverage from another company or companies. Wayne RESA may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(b) The Contractor must:



(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA.

(iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA. All policies of insurance must be issued by companies that have been approved to do business in Wayne RESA.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

### **3.4.2 Subcontractor Insurance Coverage**

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 3.4.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

### **3.4.3 Certificates of Insurance and Other Requirements**

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Wayne RESA and its

agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 3.4.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to Wayne RESA Administrator.

### **3.5 Indemnification**

#### **3.5.1 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

#### **3.5.2 Employee Indemnification**

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

#### **3.5.3 Patent/Copyright Infringement Indemnification**

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against

Wayne RESA to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in Wayne RESA's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Wayne RESA's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Wayne RESA with appropriate credits to Wayne RESA against the Contractor's charges and reimburse Wayne RESA for any losses or costs incurred as a consequence of Wayne RESA ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

#### 3.5.4 Continuing Obligation

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### 3.5.5 Limitation of Liability

Neither the Contractor nor Wayne RESA is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.

### 3.6 Warranties

#### 3.6.1 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.
- (b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to Wayne RESA by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Wayne RESA the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Wayne RESA, nor their use by Wayne RESA, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
- (d) If the Contractor procures any equipment, software, or other Deliverable(s) for Wayne RESA (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Wayne RESA or its designees, or afford Wayne RESA the benefits of, any manufacturer's warranty for the Deliverable(s).
- (e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Wayne RESA about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The

Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other bidder before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to Wayne RESA by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

### **3.6.2 Warranty of Merchantability**

The Deliverable(s) provided by the Contractor must be merchantable.

### **3.6.3 Warranty of Fitness for a Particular Purpose**

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this contract.

### **3.6.4 Warranty of Title**

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

### 3.6.5 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 3.6, Warranties, the breach may be considered a material default.

## 3.7 Contract Administration

### 3.7.1 Issuing Office

This Contract is issued by Wayne RESA on behalf of all counties and local units of government. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

### 3.7.2 Contract Administrator

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

### 3.7.3 Contract Changes

(a) If Wayne RESA requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Wayne RESA before performing the requested activities. If the Contractor fails to notify Wayne RESA, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the contract.

(b) Wayne RESA or the Contractor may propose changes to the contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the

parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change.

#### 3.7.4 Price Changes

Prices quoted for all municipal vehicles and equipment, are the maximum for a period of 365 days from the date the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) Wayne RESA may request a review upon 30 days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Wayne RESA may elect to exercise the next one-year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Wayne RESA may eliminate all remaining contract renewal options.

(f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

#### 3.7.5 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent,

decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

### **3.7.6 Assignments**

(a) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Wayne RESA may, however, assign this contract to any other Wayne RESA, or local unit of government without the prior approval of the Contractor.

(b) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Wayne RESA and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its sole discretion, that the transfer of responsibility would decrease Wayne RESA's likelihood of receiving performance on the contract or Wayne RESA's ability to recover damages.

(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

## **3.8 Acceptance of Deliverables**

### **3.8.1 Delivery Responsibilities**

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

(a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.

(b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."

(c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

### **3.8.2 Process for Acceptance of Deliverable(s)**



Wayne RESA's review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Wayne RESA's review period, it is by default 30 days for a deliverable (Wayne RESA Review Period). Wayne RESA will notify the Contractor by the end of Wayne RESA Review Period that either:

- (a) the deliverable is accepted in the form delivered by the Contractor;
- (b) the deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable. If Wayne RESA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Wayne RESA will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

### 3.8.3 Acceptance of Deliverable(s)

- (a) Wayne RESA's obligation to comply with any Wayne RESA Review Period is conditioned on the timely delivery of the deliverable(s). Wayne RESA Review Period will begin on the first business day following Wayne RESA's receipt of the deliverable(s).
- (b) Wayne RESA may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Wayne RESA determines that the deliverable or one of its components has material deficiencies, Wayne RESA may reject the deliverable without performing any further inspection or testing.
- (c) Wayne RESA will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Wayne RESA may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Wayne RESA elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Wayne RESA approval. (d) If, after three opportunities the Contractor is unable to correct all deficiencies, Wayne RESA may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the

cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of Wayne RESA's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, Wayne RESA cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat Wayne RESA Review Period that could reasonably have been discovered during a prior Wayne RESA Review Period.

(e) Wayne RESA, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

### **3.9 Stop Work Order & Termination**

#### **3.9.1 Stop Work Order**

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

#### **3.9.2 Termination of Stop Work Order**

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 3.7.3, Contract Changes.

#### **3.9.3 Allowance of the Contractor's Costs**

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 3.9.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Wayne RESA

is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 3.9, Stop Work.

#### 3.9.4 Notice and Right to Cure

If the Contractor breaches the Contract, and Wayne RESA, in its sole discretion, determines that the breach is curable, Wayne RESA will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### 3.9.5 Termination for Cause

(a) Wayne RESA may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Wayne RESA.

(b) The Contractor must pay all reasonable costs incurred by Wayne RESA in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Wayne RESA incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If Wayne RESA partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If Wayne RESA terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

#### 3.9.6 Termination for Convenience

Wayne RESA may fully or partially terminate this Contract for its convenience if Wayne RESA determines that a termination is in Wayne RESA's best interest. Reasons for the termination are within the sole discretion of Wayne RESA and may include: (a) Wayne RESA no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Wayne RESA; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by Wayne RESA. Wayne RESA may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Wayne RESA chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

### 3.9.7 Termination for Criminal Conviction

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.

### 3.9.8 Rights and Obligations upon Termination

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;
- (iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

(b) If Wayne RESA terminates this Contract under Section 3.9.6, Termination for Convenience, Wayne RESA must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Wayne RESA. All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Wayne RESA, become Wayne RESA's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Wayne RESA is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If Wayne RESA terminates this contract for any reason, Wayne RESA may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Wayne RESA deems expedient.

### 3.9.9 Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

### 3.9.10 Contractor Transition Responsibilities

If this Contract terminates under, Termination by Wayne RESA, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Wayne RESA or a third party designated by Wayne RESA within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

### 3.9.11 Termination by Contractor

If Wayne RESA breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne RESA with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if Wayne RESA:

- (a) materially breaches its obligation to pay the Contractor undisputed amounts due;
- (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or

(c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 3.10, Dispute Resolution, before it terminates the contract.

## **ATTACHMENT A – PRICING**

This contract includes the products below. See Attachment A – Pricing spreadsheet for itemized list of products with manufacturer names, model numbers, and pricing.

**SEWER CLEANER/VACUUM TRUCKS**

**REFUSE TRUCKS**

**STREET SWEEPERS**

**DUMP TRUCKS**

**ROLLER TRUCKS**

**OTHER RELATED PRODUCTS AND ACCESSORIES**

June 10, 2021

**Wayne R.E.S.A. Municipal Vehicles & Equipment**

***Amendment 03 to Master Agreement #2018-WR-060-F***

Amendment 03 to Master Agreement 2018-WR-060-F hereby executes the following changes:

1. Effective immediately, the following is added to the contract:
  - Paladin 84” Hydraulic Angle Broom, Mixed Brush Poly/Steel  
Includes CAT B&C Series Wiring Harness Adapter - \$8,206.00  
Additional FOB freight cost not included in price.
  
2. Option Year 1 is being exercised pursuant to Section 3.1.2. The contract expiration is extended from June 30, 2021 to June 30, 2022.

All other terms and conditions remain unchanged.





October 18, 2021

**Wayne R.E.S.A. Municipal Vehicles & Equipment**

***Amendment 04 to Master Agreement #2018-WR-060-F***

Amendment 04 to Master Agreement 2018-WR-060-F hereby executes the following changes:

Effective immediately, Loadmaster Garbage Trucks are added to this contract with pricing per the attached.

All other terms and conditions remain unchanged.

# Elite Price Book

As of 2021-10-15 09:09:33 Central Standard Time/CST • Generated by Al Michaud • Sorted by Product Name (Ascending)

## Filtered By

Price Book Name equals Elite Price Book

Active (Product) equals True

Price Book Name	Product Code	Product Name	List Price
Elite Price Book	Base - 9999999	1 - Elite 10 Yd Hooklift Rear Loader	\$50,280.00
Elite Price Book	Base - 0100187	1 - Elite 10 Yd Rear Loader	\$50,280.00
Elite Price Book	Base - 9999999	1 - Elite 11 Yard Hooklift Rear Loader	\$51,460.00
Elite Price Book	Base - 0100485	1 - Elite 11 Yd Rear Loader	\$51,460.00
Elite Price Book	Base - 9999999	1 - Elite 6 Yard Hooklift Rear Loader	\$48,510.00
Elite Price Book	Base - 0100185	1 - Elite 6 Yd Rear Loader	\$48,510.00
Elite Price Book	Base - 9999999	1 - Elite 8 Yd Hooklift Rear Loader	\$49,330.00
Elite Price Book	Base - 0100186	1 - Elite 8 Yd Rear Loader	\$49,330.00
Elite Price Book	Mount - 9999999	2 - Field Mount	\$760.00
Elite Price Book	Mount - 9999999	2 - Full Factory Mount New Chassis	\$1,000.00
Elite Price Book	Mount - 9999999	2 - Full Factory Mount Used Chassis	\$1,760.00
Elite Price Book	Paint - 9999999	3 - Customer Stripe Etc	\$350.00
Elite Price Book	Paint - 9999999	3 - Metallics Etc.	\$780.00
Elite Price Book	Paint - 9999999	3 - Paint Red Polyurethane Enamel Paint	\$965.00
Elite Price Book	Paint - 9999999	3 - Paint Std. White International Winter White #9219	\$890.00
Elite Price Book	Paint - 9999999	3 - Polyurethane Enamel Paint Customer Specified	\$890.00
Elite Price Book	Paint - 9999999	3 - Polyurethane Enamel Paint Match Cab	\$890.00
Elite Price Book	PTO w/ Pump - 4410002	4 - Air Shift Installed Manual Transmission	\$1,170.00
Elite Price Book	PTO w/ Pump - 4410001	4 - Cable Shift Installed Manual Transmission	\$780.00
Elite Price Book	PTO w/ Pump - Chassis Dependent	4 - Hot Shift PTO Installed Automatic Transmission	\$1,370.00
Elite Price Book	PTO w/ Pump - 9999999	4 - No Pump or PTO	\$0.00
Elite Price Book	PTO w/ Pump - 9999999	4 - Pump Only No PTO (PTO Style Pump)	\$1,080.00
Elite Price Book	Container Lift - 0120751	6 - 2-10 Enclosure Shroud	\$150.00
Elite Price Book	Container Lift - 0120521	6 - 2-10 Reeving Winch System	\$3,630.00
Elite Price Book	Misc. - 0060428	6 - 2 Inch Body Lift Elite 6	\$50.00

Elite Price Book	Misc. - 0060429	6 - 2 Inch Body Lift Elite 8	\$70.00
Elite Price Book	Extended Warranty - 2yrElite	6 - 2 Year Body Warranty (1 Additional Year)	\$670.00
Elite Price Book	Extended Warranty - 5yrElite	6 - 5 Year Hydraulic Rod Cylinder Warranty (2 Additional Years)	\$670.00
Elite Price Book	Misc. - 0120740	6 - Access Door Interlock	\$120.00
Elite Price Book	Lighting/Electronic - 0120307	6 - Amber Std. Strobe Light On Body & Tailgate	\$260.00
Elite Price Book	Cart Tipper - 9938016	6 - Barker BPC-612N	\$2,470.00
Elite Price Book	Cart Tipper - 9938051	6 - Barker BPH2-1539	\$3,590.00
Elite Price Book	Cart Tipper - 9938049	6 - Barker BPH27-5539	\$3,690.00
Elite Price Book	Cart Tipper - 9938033	6 - Barker BPHB15-4539	\$3,090.00
Elite Price Book	Cart Tipper - 9938016	6 - Barker HBN-4541	\$3,090.00
Elite Price Book	Cart Tipper - 4411016	6 - Barrel Grabber Install - Elite	\$7,460.00
Elite Price Book	Cart Tipper - 9938042	6 - Bayne 1112 1900-0004	\$4,930.00
Elite Price Book	Cart Tipper - 9938032	6 - Bayne 208-40 1999-0230	\$5,220.00
Elite Price Book	Cart Tipper - 9938019	6 - Bayne BLT 208-12 w/2000 Mtg Plate	\$5,090.00
Elite Price Book	Cart Tipper - 9938019	6 - Bayne MBTL 180 1999-0180	\$5,090.00
Elite Price Book	Cart Tipper - 9938031	6 - Bayne Revolution 1999-0500	\$5,150.00
Elite Price Book	Cart Tipper - 9938008	6 - Bayne Taskmaster	\$2,150.00
Elite Price Book	Misc. - 9999999	6 - Black Loadmaster Logos	\$0.00
Elite Price Book	Lighting/Electric - 2205078	6 - Body Fender Lights Reverse Activated	\$170.00
Elite Price Book	Structural - 0120577	6 - Body Floor 10 yd 1/4" Gr 50	\$190.00
Elite Price Book	Structural - 0120575	6 - Body Floor 6 yd 1/4" Gr 50	\$140.00
Elite Price Book	Structural - 0120576	6 - Body Floor 8 yd 1/4" Gr 50	\$140.00
Elite Price Book	Structural - 0120043	6 - Body Floor Drain 3"	\$280.00
Elite Price Book	Structural - 0120574	6 - Body Roof 10 yd 8 Ga Gr 50	\$450.00
Elite Price Book	Structural - 0120572	6 - Body Roof 6 yd 8 Ga Gr 50	\$340.00
Elite Price Book	Structural - 0120573	6 - Body Roof 8 yd 8 Ga Gr 50	\$440.00
Elite Price Book	Lighting/Electronic - 0120046	6 - Body Side Marker	\$140.00

Elite Price Book	Structural - 0120569	6 - Body Sides 6 yd 8 Ga Gr 50	\$210.00
Elite Price Book	Structural - 0120570	6 - Body Sides 8 yd 8 Ga Gr 50	\$730.00
Elite Price Book	Lighting/Electronic - 0120309	6 - Camera System w/ Color 7" Flat Screen RayView	\$860.00
Elite Price Book	Lighting/Electronic - 0120329	6 - Camera System w/ Color 7" Flat Screen Rosco	\$630.00
Elite Price Book	Lighting/Electronic - 0120503	6 - Camera System w/ Color 7" Flat Screen Third Eye	\$1,200.00
Elite Price Book	Hydraulic - 0120413	6 - Cart Tipper Tubes Double	\$360.00
Elite Price Book	Hydraulic - 0120412	6 - Cart Tipper Tubes Single	\$240.00
Elite Price Book	Lighting/Electronic - 2201010	6 - Center Mount Brake Light	\$70.00
Elite Price Book	Lighting/Electric - 0120398	6 - Complete Vulcan Scale System	\$8,010.00
Elite Price Book	Misc - 4409012	6 - Contractor's Package Elite 10yd	\$1,740.00
Elite Price Book	Misc - 4409010	6 - Contractor's Package Elite 6yd	\$1,740.00
Elite Price Book	Misc - 4409011	6 - Contractor's Package Elite 8yd	\$1,740.00
Elite Price Book	Hydraulic - 0120565	6 - Cordura Fabric Wrapped Body & T/G Hoses	\$330.00
Elite Price Book	Cart Tipper - 9938011	6 - Diamondback Model 100	\$2,310.00
Elite Price Book	Cart Tipper - 9938012	6 - Diamondback Model 200	\$2,450.00
Elite Price Book	Cart Tipper - 9938020	6 - Diamondback Model 350	\$3,630.00
Elite Price Book	Cart Tipper - 9938006	6 - Diamondback Model 500	\$4,330.00
Elite Price Book	Car Tipper - 9938052	6 - Diamondback Model 600	\$4,650.00
Elite Price Book	Misc. - 4409013	6 - Drive Away Kit	\$160.00
Elite Price Book	Container Lift - 0120471	6 - Drum Winch 8,000 Lb	\$4,000.00
Elite Price Book	Lighting/Electronic - 5502006	6 - Dual Work Lights Outside Hopper with Brush Guard	\$230.00
Elite Price Book	Structural - 0120578	6 - Ejector Face Sheet 3/16" Gr 50	\$160.00
Elite Price Book	Container Lift -	6 - Elite Container Latch Kit	\$450.00
Elite Price Book	Misc. - 4401059	6 - Elite In Cab Controls Auto T/g and Eject	\$950.00
Elite Price Book	Misc. - 4411015	6 - Elite Kickbar Plumbing Kit	\$530.00
Elite Price Book	Misc. - 4401068	6 - Elite Proximity Switches Instead of Whisker Switches (T/G Ajar/Throttle Adv)	\$220.00
Elite Price Book	Misc. - 9960180	6 - Fire Extinguisher in Cab 10 Lb	\$160.00
Elite Price Book	Misc. - 9960321	6 - Fire Extinguisher in Cab 20 Lb	\$230.00
Elite Price Book	Misc. - 9960125	6 - Fire Extinguisher in Cab 5 Lb	\$110.00
Elite Price Book	Misc. - 0120799	6 - Fire Extinguisher Mtd Under Body 20 Lb	\$290.00
Elite Price Book	Misc. - 9999999	6 - Green Loadmaster Logos	\$0.00
Elite Price Book	Hydraulic - 0120408	6 - High Pressure Filter w/ Light & Buzzer	\$910.00

Elite Price Book	Container Lift - 4401054	6 - Holtz Special Elite Container Latch Kit	\$950.00
Elite Price Book	Structural - 0120360	6 - Hopper & Chute Floor 1/4" 100,000 Psi	\$210.00
Elite Price Book	Lighting/Electronic - 0120036	6 - Hopper Work Light Double	\$140.00
Elite Price Book	Lighting/Electronic - 0120035	6 - Hopper Work Light Single	\$90.00
Elite Price Book	Cart Tipper - 4411009	6-Installation Customer Supplied Tipper	\$2,050.00
Elite Price Book	Cart Tipper- 4411006	6- Install Bayne Taskmaster- Single	\$3,650.00
Elite Price Book	Cart Tipper - 4411012	6 - Install Single Tipper on Elite w/Loadmaster Hydraulics	\$1,460.00
Elite Price Book	Misc.-9999999	6 - Isuzu Fuel Tank Move	\$2,680.00
Elite Price Book	Lighting/Electronic - 0120442	6 - LED Flashing Lights (2) 7" Dia T/G	\$350.00
Elite Price Book	Lighting/Electronic - 0120635	6 - LED Flashing Lights (4) 7" Dia T/G & Body	\$740.00
Elite Price Book	Lighting/Electronic - 0120054	6 - LED Strobe System (2) 4" Dia T/G	\$130.00
Elite Price Book	Lighting/Electronic - 4401057	6 - LED Strobe System (4) 4" Dia Body & T/G	\$330.00
Elite Price Book	Misc. - 4412002	6 - Lengthen Wheel Base	\$2,840.00
Elite Price Book	Structural - 4401030	6 - Manual Tailgate Latches	\$940.00
Elite Price Book	Hydraulic - 0120417	6 - One Extra Valve Section w/Controls	\$980.00
Elite Price Book	Cart Tipper - 9938027	6 - Perkins D6025B	\$2,160.00
Elite Price Book	Cart Tipper - 9938026	6 - Perkins D6070	\$3,770.00
Elite Price Book	Cart Tipper - 9938003	6 - Perkins D6080CB	\$3,770.00
Elite Price Book	Cart Tipper - 4411005	6-Perkins D6083 Rotary Tipper Installed - Single	\$5,690.00
Elite Price Book	Cart Tipper - 9938004	6 - Perkins D6098B Barrel Grabber	\$4,810.00
Elite Price Book	Cart Tipper - 9938039	6 - Perkins D6099 OA	\$4,900.00
Elite Price Book	Cart Tipper - 9938002	6 - Perkins D6220	\$3,770.00
Elite Price Book	Cart Tipper - 9938038	6 - Perkins D6220B	\$3,770.00
Elite Price Book	Cart Tipper - 4411003	6-Perkins D6220 Rotary Tipper (Tuck) Installed - Single	\$5,110.00

Elite Price Book	Cart Tipper - 9938030	6 - Perkins D6220 w/ Steel D75014 Hook	\$3,810.00
Elite Price Book	Cart Tipper - 9938035	6 - Perkins D6220WC	\$4,220.00
Elite Price Book	Cart Tipper - 9938036	6 - Perkins D6235	\$4,030.00
Elite Price Book	Cart Tipper - 9938029	6 - Perkins D6237A	\$4,210.00
Elite Price Book	Cart Tipper - 9938021	6 - Perkins D6245 Euro Combo	\$4,260.00
Elite Price Book	Cart Tipper - 9938015	6 - Perkins D6250	\$4,780.00
Elite Price Book	Cart Tipper - 9938044	6 - Perkins D6400	\$3,240.00
Elite Price Book	Cart Tipper - 9938001	6 - Perkins D6500	\$1,670.00
Elite Price Book	Cart Tipper - 4411001	6-Perkins D6500 Cart Tipper Installed - Single	\$3,620.00
Elite Price Book	Cart Tipper - 9938028	6 - Perkins D6620	\$3,770.00
Elite Price Book	Cart Tipper - 9938040	6 - Perkins D6620WC	\$4,540.00
Elite Price Book	Cart Tipper - 9938041	6 - Perkins D73060HKS Split Actuator	\$2,390.00
Elite Price Book	Lighting/Electronic - 2211151	6 - Peterson Smart Strobes T/G (2) high (2) Low	\$290.00
Elite Price Book	Container Lift - 4401034	6 - Power Release Hook Holder w/ Cable Guide	\$230.00
Elite Price Book	Hydraulic - 0130018	6 - Pressure Gauge & Hose Assy (up to 5,000 psi)	\$360.00
Elite Price Book	Lighting/Electronic - 0120049	6 - PTO Kill Switch Double	\$450.00
Elite Price Book	Lighting/Electronic - 0120048	6 - PTO Kill Switch Single	\$320.00
Elite Price Book	Misc. - 9999999	6 - Red Loadmaster Logos	\$0.00
Elite Price Book	Misc. - 4411010	6 - Remote Grease Zerk Ejector	\$110.00
Elite Price Book	Misc. - 4401018	6 - Remote Grease Zerk Sweep & Slide	\$110.00
Elite Price Book	Container Lift - 0120522	6 - Roll Bar Mechanism	\$3,490.00
Elite Price Book	Misc. - 4401048	6 - Roof Tube Protector Elite 10	\$150.00
Elite Price Book	Misc. - 4401048	6 - Roof Tube Protector Elite 10	\$150.00
Elite Price Book	Misc. - 4401027	6 - Roof Tube Protector Elite 11	\$150.00
Elite Price Book	Misc. - 4401027	6 - Roof Tube Protector Elite 11	\$150.00
Elite Price Book	Misc. - 4401032	6 - Roof Tube Protector Elite 8	\$150.00

Elite Price Book	Misc. - 4401032	6 - Roof Tube Protector Elite 8	\$150.00
Elite Price Book	Misc. - Chassis Dependent	6 - Shorten Wheel Base	\$2,230.00
Elite Price Book	Misc. - 4401009	6 - Shovel & Broom Curbside Tubular Style	\$100.00
Elite Price Book	Misc. - 0120556	6 - Shovel & Broom Holder in Body	\$70.00
Elite Price Book	Misc. - 0120801	6 - Shovel & Broom Holder on T/G	\$140.00
Elite Price Book	Misc. - 4401035	6 - Slide in T/G Seal Elite	\$140.00
Elite Price Book	Misc. - 4401012	6 - SR 1 1/4 Inch Lowered Loadsill Option	\$20.00
Elite Price Book	Misc. - 4401022	6 - SR 2 Inch Lowered Loadsill Option	\$110.00
Elite Price Book	Misc. - 4401021	6 - SR 3 Inch Lowered Loadsill Option	\$90.00
Elite Price Book	Misc. - 4411017	6 - Stars and Stripes Decals - Elite	\$150.00
Elite Price Book	Lighting/Electronic - 0120037	6 - Strobe Light Std. Amber	\$130.00
Elite Price Book	Structural - 0120579	6 - Tailgate Sides 1/4" 100,000 Psi	\$260.00
Elite Price Book	Misc. - 0120149	6 - Tool Box 18" X 18" X 36"	\$440.00
Elite Price Book	Misc. - 9960640	6 - Toolbox 18x18x36 Aluminum Tool Box	\$540.00
Elite Price Book	Cart Tipper - 9938037	6 - Toter 3063TL	\$4,640.00
Elite Price Book	Misc. - 9960124	6 - Triangle Kit In Cab	\$70.00
Elite Price Book	Hydraulic - 0120418	6 - Two Extra Valve Sections w/Controls	\$1,490.00
Elite Price Book	Misc. - 4411013	6 - Valve Section and Tipper Reliefs Only Elite	\$550.00
Elite Price Book	Misc. - 0120042	6 - Wash Out System 60 Gal	\$1,420.00
Elite Price Book	Misc. - 0120549	6 - Water Cooler Mounted Under Body 3 Gal	\$510.00
Elite Price Book	Misc. - 2201017	6 - Water Cooler Mounted Under Body 5 Gal	\$520.00
Elite Price Book	Lighting/Electronic - 0120504	6 - Whelan L21 HAP Strobe w/Cage	\$370.00
Elite Price Book	Lighting/Electronic - 0120505	6 - Whelan PAR36LA Amber Strobe Option (Below Hopper)	\$360.00
Elite Price Book	Lighting/Electric- 4401029	6 - Whelen S360DAB Strobe w/ Cage	\$610.00
Elite Price Book	Hydraulic - 0120566	6 - Wire Wrapped Hoses	\$200.00
Elite Price Book	6 - SR Extended Sill Option Rumpke	SR Extended Sill Rumpke	\$180.00