

Ninth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 26th day of April 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 27, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about August 10, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about January 17, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 6, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about October 27, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price, effective May 5, 2023, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 25, 2023, to update the pricing in the price list on Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES


npp		gov		Pricing listed below reflects the final calculated price of 5.5% off Pierce List <i>Pricing Effective May 5, 2023</i>	Effective 05/05/2023
1.0 AERIAL PRODUCTS					
Bid	ID #	Description	Contract Pricing		
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,170,725.15		
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,314,843.30		
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,394,699.61		
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,398,139.18		
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,468,881.35		
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,706,510.23		
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,779,970.99		
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,684,519.66		
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,393,149.06		
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,431,479.40		
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,573,075.89		
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,713,110.71		
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,254,092.83		
2.0 PUMPER PRODUCTS					
Bid	ID #	Description	Contract Pricing		
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$732,550.63		
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$820,934.21		
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$672,476.61		
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$385,325.61		
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$797,023.65		
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$896,579.98		
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$336,054.60		
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$797,811.33		
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$332,266.15		
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$963,657.95		
3.0 TANKER PRODUCTS					
Bid	ID #	Description	Contract Pricing		
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$363,473.04		
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$357,179.26		
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,131,001.46		
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,009,714.35		
4.0 SPECIAL SERVICE APPARATUS					
Bid	ID #	Description	Contract Pricing		
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$735,619.02		
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$803,010.71		

256	5.03	Enforcer, Tandem, Combination, HDR	\$1,008,251.76
255	5.04	Enforcer, Single, Walk-In, HDR	\$997,747.36
254	5.05	Freightliner, Single Axle, ENCORE	\$402,564.44
5.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)			
Bid	ID #	Description	Contract Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$498,733.63
6.0 OTHER			
Bid	ID #	Description	Contract Pricing
	8.01	Ford, Critical Response Unit, CRU-22	\$250,197.00

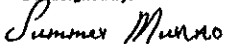
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 A49AFD929F7248E... Date May 5, 2023 | 7:20 AM PDT
 BY: Patricia M. Mulvihill
 ITS: Executive Director

PIERCE MANUFACTURING, INC.

DocuSigned by:

 B53895F55705415... Date May 4, 2023 | 7:11 AM PDT
 BY: Summer Munao
 ITS: Sales Operations Contract Administrator

Certificate Of Completion

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 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
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 Marshall Stiles
 17930 International Boulevard
 Suite 900
 SeaTac, WA 98188
 marshall.stiles@mynpp.com
 IP Address: 66.212.64.166

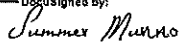
Record Tracking

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 Holder: Marshall Stiles
 marshall.stiles@mynpp.com
 Location: DocuSign

Signer Events

Summer Munao
 smunao@piercemfg.com
 Sales Operations Contract Administrator
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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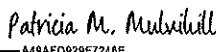
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Patricia M. Mulvihill
 pmulvihill@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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In Person Signer Events

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Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Marshall Stiles
 marshall.stiles@mynpp.com
 Contract Administrator
 NPP & NPPGov
 Security Level: Email, Account Authentication (None)

VIEWED
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	5/5/2023 7:20:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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