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Eighth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update and Product Subtraction

This Amendment to the Master Price Agreement is entered into this 27th day of January 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, Vendor desires to update Attachment A to reflect Vendor's new list price, effective February 3, 2023, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to remove a product from the Price List on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 26, 2023, to update the pricing in the price list and to remove product 8.04 in 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

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Pricing listed below reflects the final calculated price of 5.5% off Pierce List

Pricing Effective February 3, 2023

Effective 02/03/2022

1.0 AERIAL PRODUCTS

Bid	ID #	Description	Contract Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	$1,156,271.75
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	$1,298,610.67
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	$1,377,481.10
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	$1,380,878.20
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	$1,450,747.01
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	$1,685,442.21
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	$1,757,996.04
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	$1,663,723.12
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	$1,375,949.69
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	$1,413,806.82
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	$1,553,655.20
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	$1,691,961.20
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	$1,238,610.20

2.0 PUMPER PRODUCTS

Bid	ID #	Description	Contract Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	$723,506.80
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	$810,799.22
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	$664,174.43
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	$380,568.51
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	$787,183.85
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	$885,511.09
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	$331,905.78
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	$787,961.81
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	$328,164.10
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	$951,760.94

3.0 TANKER PRODUCTS

Bid	ID #	Description	Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	$358,985.72
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	$352,769.64
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	$1,117,038.48
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	$997,248.74

4.0 SPECIAL SERVICE APPARATUS

Bid	ID #	Description	Contract Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	$726,537.30
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	$793,097.00

256	5.03	Enforcer, Tandem, Combination, HDR	$995,804.21
255	5.04	Enforcer, Single, Walk-In, HDR	$985,429.49
254	5.05	Freightliner, Single Axle, ENCORE	$397,594.51
5.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)			
Bid	ID #	Description	Contract Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	$492,576.42
6.0 OTHER			
Bid	ID #	Description	Contract Pricing
	8.01	Ford, Critical Response Unit, CRU-22	$250,197.00

2. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the subtraction of the following product:

6.0 OTHER			
Bid	ID #	Description	Contract Pricing
	8.04	Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR	$1,166,923.82

3. **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:
Patricia M. Mulvihill
A49AFD929F7246E...

Date February 1, 2023 | 10:51 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

PIERCE MANUFACTURING, INC.

DocuSigned by:
Summer Munao
B53695F55705415...

Date January 27, 2023 | 10:00 AM PST

BY: Summer Munao
ITS: Sales Operations Contract Administrator

DocuSign

Certificate Of Completion

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marshall.stiles@mynpp.com
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Summer Munao smunao@piercemfg.com Sales Operations Contract Administrator Security Level: Email, Account Authentication (None)	DocuSigned by: Summer Munao B53695F55705415... Signature Adoption: Pre-selected Style Using IP Address: 198.190.231.15	Sent: 1/27/2023 9:09:58 AM Viewed: 1/27/2023 10:00:00 AM Signed: 1/27/2023 10:00:13 AM

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Accepted: 5/2/2022 4:28:52 PM
ID: 54176de5-64fe-4160-8bad-199e174e1523

Patricia M. Mulvihill pmulvihill@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patricia M. Mulvihill A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 2/1/2023 10:51:05 AM Viewed: 2/1/2023 10:51:40 AM Signed: 2/1/2023 10:51:53 AM

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Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 66.212.64.166	Sent: 1/27/2023 10:00:15 AM Viewed: 2/1/2023 10:51:05 AM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/1/2023 10:51:40 AM
Signing Complete	Security Checked	2/1/2023 10:51:53 AM
Completed	Security Checked	2/1/2023 10:51:53 AM

Payment Events	Status	Timestamps

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To advise National Purchasing Partners of your new email address

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ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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