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Sixteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 1st day of July 2024 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, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

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WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about April 4, 2024, and by this reference incorporated herein; and

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

WHEREAS, Vendor has provided notice, on or about June 27, 2024, to update the pricing in the price list in Attachment A; and

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

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 effective August 2, 2024:

npp gov	NPPGOV CONTRACT **#PS20240** PIERCE MFG INC. : PRODUCT & PRICE LISTING Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	**Effective 08/02/2024 Published Pricing**
1.0 AERIAL PRODUCTS		
Bid	ID #	Description	Effective 08/02/2024
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	$ 1,237,535.94
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	$ 1,352,629.51
236	1.03	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	$ 1,347,414.02
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	$ 1,414,108.66
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	$ 1,411,338.24
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	$ 1,629,154.09
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	$ 1,848,525.42
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	$ 1,757,157.80
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	$ 1,406,980.54
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	$ 1,419,111.89
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	$ 1,470,498.13
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	$ 1,736,880.60
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	$ 1,061,662.09
2.0 Pumper Products			
Bid	ID #	Description	Effective 08/02/2024
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	$ 757,059.53
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	$ 743,252.28
265	3.04	Freightliner M2-106, 750 Gallon, 1250 GPM CSU	$ 448,373.97
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	$ 829,024.39
248	3.07	Freightliner M2-106, 1000 Gallon, 1250 GPM,BXP	$ 388,746.52
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	$ 774,281.21
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	$ 370,269.93
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	$ 869,165.41
3.0 Tanker Products			
Bid	ID #	Description	Effective 08/02/2024
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	$ 422,123.72
266	4.02	Freightliner,Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	$ 402,166.33
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	$ 967,842.84
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	$ 855,135.46
4.0 Special Service Apparatus			
Bid	ID #	Description	Effective 08/02/2024
238	5.01	Enforcer, Single, Non-Walk-In, HDR	$ 807,965.87
256	5.03	Enforcer, Tandem, Combination, HDR	$ 950,349.60
255	5.04	Enforcer, Single, Walk-In, HDR	$ 839,122.82
5.0 Wildland Fire Apparatus (Brush Fire)			
Bid	ID #	Description	Effective 08/02/2024
258	7.01	Freightliner M2-106, 500 Gallon, 1000 GPM, Wildland BX3	$ 530,933.93
6.0 Frontline			
Bid	ID #	Description	Effective 08/02/2024
	8.01	Ford, Critical Response Unit, CRU-22	$333,739.00

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:
Patricia M. Mulvihill
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Date July 8, 2024 | 7:42 AM PDT

BY: Patricia M. Mulvihill
ITS: Executive Director

PIERCE MANUFACTURING, INC.

DocuSigned by:
Dan Meyer
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Date July 8, 2024 | 7:21 AM PDT

BY: Dan Meyer
ITS: Vice President, Sales