



PERFORM. LIKE NO OTHER.

This Purchase Agreement (together with all attachments referenced herein and the State of Ohio's Department of Administrative Services ("DAS")'s State Term Schedule, Schedule Number 800180 collectively referred to as the "Agreement") is made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and Russell Township, Geauga County, Ohio ("Customer"). Customer and Pierce may be referred to individually as a "Party" or together as the "Parties." In consideration of the mutual covenants contained herein, the Parties agree as follows:

**I. State Term Schedule No. 800180**

- A. Agreement Purchasing Under Schedule No. 800180. The Parties enter this Purchase Agreement under the State of Ohio's Department of Administrative Services ("DAS")'s State Term Schedule, Schedule Number 800180, which includes Pierce's offer, DAS's Standard Contract Terms and Conditions, any proposal amendments, special contract terms and conditions specifications, pricing schedules, and any attachments or valid amendments incorporated by reference and accepted by DAS as part of State Term Schedule, Schedule Number 800180 ("Schedule No. 800180"). Customer now "step[s] into the shoes of the State" and contracts with Pierce thereunder for deliverables under Schedule No. 800180.
- B. Customer in State's Role. Under this Purchase Agreement, Customer possesses any and all interests, rights, obligations, and responsibilities otherwise delegated in Schedule No. 800180 to the State of Ohio.
- C. Parties Adhere to State Contract. The Parties agree that Schedule No. 800180 (a) governs this Purchase Agreement, including but not limited to all attachments hereto, and (b) is incorporated herein in its entirety, including but not limited to all terms and requirements governing scope of services, ownership rights, compensation, licenses, subcontractors, insurance, liabilities, indemnities, project requirements, schedules, warranties, damages, termination, non-appropriation, deliverables, performance, payment, Parties' independent status, delivery, inspection, assignment, acceptance, and required documents contained therein, with the Customer taking the position of the State. The Parties further agree that, except as this Purchase Agreement expressly modifies, all other terms and conditions provided in Schedule No. 800180 remain in full force and effect.

- II. **Purpose.** This Purchase Agreement sets forth the terms and conditions of Pierce's sale of fire apparatus and any associated equipment manufactured or furnished by Pierce for the Customer (the "Product") pursuant to this Purchase Agreement and Schedule No. 800180. Pierce shall ensure that Customer receives the Product, and that said Product fully complies with the (a) general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product (the "Specifications"), attached and incorporated as Exhibit "B"; (b) Purchase Detail Form, attached and incorporated as Exhibit "A"; and (c) Schedule No. 800180.
- III. **Term.** This Agreement is made and effective upon execution by both Parties ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's acceptance and payment in full of the Purchase Price. Pierce's warranty and maintenance obligations shall survive termination of this Agreement.
- IV. **Purchase and Payment.** Pierce shall furnish Customer all the labor and Product required under this Purchase Agreement, and in accordance with Exhibit A, Exhibit B, and Schedule No. 800180. If Exhibits A and/or B contain or incorporate by reference any terms or conditions other than those describing the Product and prices, those terms or conditions are excluded from this Agreement and of no force or effect. Pierce shall submit invoice(s) and accept the Customer's payment as provided in Schedule No. 800180 in a not-to-exceed amount as provided below:
- A. A standard rate of \$ 417,485.00; or
- B. A discounted rate of \$ 402,629.00 if Customer provides that amount to Pierce within seven (7) days of the Effective date.
- V. **Additional Compensation.** Customer has no obligation to pay Pierce any sum in excess of \$ 417,485.00, except for an additional change and/or modification to this Purchase Agreement that the Parties approve and execute in writing in advance. Customer will not be liable for any expenses it has not so-approved. Pierce shall pay all of its agents, servants, invitees, subcontractors, and/or assigns from the foregoing amount, and is responsible for all additional expenses incurred under this Purchase Agreement. As provided in Schedule No. 800180, in no event will Customer be responsible for any fee increase or revision in any delivery schedule unless Customer expressly ordered the relevant change in writing and Pierce has otherwise complied with the provisions of this Purchase Agreement and Schedule No. 800180.
- VI. **Notice.** Any required or permitted notices hereunder must be given in writing at each Party's address set forth below, or to such other address as either Party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.  
Director of Order Management  
2600 American Drive  
Appleton WI 54912

Russell Township  
Board of Township Trustees  
8501 Kinsman Road, P.O. Box 522  
Novelty, OH 44072

- VII. **Interest of Members, Officers, Employees.** No member of Congress, no officer or employee of the State of Ohio, or the Customer shall directly or indirectly receive any benefit or profit from or on account of this Purchase Agreement. No member, officer, or employee of Customer or its designees or agents, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for which work is to be performed under the Purchase Agreement.
- VIII. **No Discrimination.** In the hiring of employees for the performance of services under this Purchase Agreement or any subcontract, Pierce or any subcontractor shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform the work to which the Purchase Agreement relates. Pierce or any subcontractor, or any person acting on behalf of Pierce or subcontractor, shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Purchase Agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.
- IX. **Workers' Compensation.** The Contractor shall at all times during the life of the Contract, subscribe to and comply with the Worker's Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save the Board of Trustees harmless from any and all liability arising from, out of, or under said act. He shall also furnish at the time of delivery of this Contract and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.
- X. **Governing Law; Jurisdiction.** This Purchase Agreement's validity, interpretation, and performance is controlled by and construed under the laws of the State of Ohio. The Parties shall commence any legal suit, action, or proceeding arising out of or relating to this Purchase Agreement only in a court of competent jurisdiction in Geauga County, Ohio, and each Party hereto irrevocably submits to the jurisdiction and venue of any such court in any such suit, action, or proceeding.
- XI. **Compliance with Laws.** Pierce shall perform hereunder in conformance with applicable state, local, and federal law, and local codes and requirements. By entering into this Purchase Agreement, Pierce affirmatively warrants that it is currently in compliance with such laws, and further warrants that during this Purchase Agreement's Term, Pierce shall remain in compliance therewith.
- XII. **Entire Agreement.** This Purchase Agreement, together with Schedule No. 800180 and any exhibits thereto, constitutes the entire contract between the Parties concerning matters addressed herein. Either Party may amend the Purchase Agreement only with the other Party's prior written consent.

XIII. **Order of Precedence.** Should terms conflict or differ between the Purchase Agreement's components, the order of precedence—from highest, superseding all other contract components; to lowest, subordinate to all others—is as follows: 1. This Purchase Agreement, without Exhibits; 2. Schedule Number 800180; 3. Exhibit A; and then 4. Exhibit B.

IN WITNESS WHEREOF, the Parties caused this Purchase Agreement to be executed by their duly authorized representatives on the dates provided below:

• **PIERCE MANUFACTURING, INC.:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title:

• **RUSSELL TOWNSHIP BOARD OF TRUSTEES:** Date: \_\_\_\_\_

\_\_\_\_\_  
Justin Madden

\_\_\_\_\_  
Jim Mueller

\_\_\_\_\_  
Gary Gabram

**CERTIFICATE OF AVAILABILITY OF FUNDS**

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

\_\_\_\_\_  
**Fiscal Officer Charles Walder** Date: \_\_\_\_\_

APPROVED AS TO FORM



EXHIBIT A

**PURCHASE DETAIL FORM**

Pierce Manufacturing, Inc.  
Director of Order Management  
2600 American Drive  
Appleton, Wisconsin 54912  
Fax (920) 832-3080

Date: September 06, 2017

Customer Name: B o a r d o f Trustees of Russell Township, Ohio

Quantity	Chassis Type	Body Type	Price per Unit
1	Peterbuilt 367	Water Tender	\$ 417,485.00 *

[Insert any trade-in or applicable discounts here.] \_\_\_\_\_

Warranty Period: Standard one-year bumper-to-bumper warranty in addition to all other warranties stated in Proposal (Exhibit B of the Agreement) or stated in Schedule Number 800180.

Training Requirements: Pierce shall provide training after the Delivery Date at the Russell Township, Ohio Fire Department, at a mutually agreed upon time, or as otherwise provided in Schedule Number 800180.

Other Matters: None

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

\* Payment Terms: If a full prepayment is made within seven days of contract signing, there will be a prepayment discount of \$14,856.00 applied to the Price Per Unit listed above and in the Agreement. Therefore, the final price with the prepayment discount applied is \$ 402,629.00.

[NOTE: If deferred payment arrangements are required, Customer must make such financial arrangements through a financial institution acceptable to Pierce.] Customer may withhold up to fifty percent (50%) of the Purchase Price until such time that Pierce remedies the nonconformance to Customer's satisfaction.

AS THE PARTIES AGREED IN THE PURCHASE AGREEMENT, THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO SCHEDULE NO. 800180 AND THE AGREEMENT BETWEEN PIERCE AND THE CUSTOMER. THE TERMS AND CONDITIONS OF SCHEDULE NO. 800180 AND THE PARTIES' AGREEMENT ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN.

This Purchase Detail Form—attached to the Parties' Agreement as "Exhibit A"—in no way limits Customer's rights or Pierce's responsibilities under Schedule No. 800180 or the Parties' Agreement. Schedule No. 800180 and the Parties' Agreement supersede any provision in the instant Purchase Detail Form.

APPROVED AS TO FORM



EXHIBIT B

**PROPOSAL FOR RUSSELL TOWNSHIP, OHIO**

PREPARED BY FINLEY FIRE EQUIPMENT CO., INC.

05/11/2017

THIS PROPOSAL IS EXPRESSLY SUBJECT TO SCHEDULE NO 800180 AND THE AGREEMENT BETWEEN PIERCE AND THE CUSTOMER. THE TERMS AND CONDITIONS OF SCHEDULE NO 800180 AND THE AGREEMENT BETWEEN PIERCE AND THE CUSTOMER ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PROPOSAL AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN.

Exhibit B's terms in no way limit Customer's rights or Pierce's responsibilities under Schedule No. 800180 or the Parties' Agreement, both of which supersede any provision in the instant Exhibit B.

APPROVED AS TO FORM



GEAUGA CO PROSECUTOR'S OFFICE