

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and JHB Group Inc, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs the manufacturing and purchase of JHB Group's Fire Safety Simulator specialty trailer ("Trailer"), and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A** and subject to Vendor's terms for Trailer (as defined below) attached to and incorporated into this Agreement as **Exhibit D**.

1. FEES, EXPENSES, AND SCHEDULE (or) TERM. City agrees to pay Vendor an amount not to exceed \$241,414.72 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

4. PAYMENT. City shall pay an initial production payment of thirty percent (30%) of the total price on Exhibit A ("Purchase Price") within thirty (30) days of the effective date of this Agreement (the "**Initial Deposit**"). Vendor shall have no obligation under this Agreement until the Initial Deposit has been received. Initial Deposit shall be refundable if unearned, unsupported, or tied to goods not delivered, completed, and accepted by City within the requirements of this Agreement. Payments under this Agreement become earned to the extent Vendor can document actual, reasonable, non-cancelable, and allocable production, parts, supplies and/or service costs.

An amount equal to the Purchase Price, less the Initial Deposit and any applicable discount (the "**Balance**") will be due upon Pick Up by the City or Delivery of the Trailer to the City.

City is a Kansas political subdivision and is exempt from Kansas retailers' sales tax and compensating use tax on qualifying direct purchases for governmental purposes. Vendors shall not charge Kansas sales or use tax when the transaction is directly billed to and paid by the City of Olathe and supported by the City's tax-exempt entity exemption certificate. This exemption does not apply to taxes, fees, or charges that are not legally subject to the City's exemption, nor to contractor purchases unless covered by a valid Kansas Project Exemption Certificate.

No right to any Trailer, title, or Certificate of Origin ("COO") shall pass to City unless and until the Purchase Price has been paid in full, regardless of City's possession of the Trailer.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard,

Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may utilize contractors or subcontractors to preform its duties hereunder, provided Vendor's subcontractors and contractors agree to adhere to terms at least as restrictive as those herein. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

Notwithstanding anything to the contrary in this Agreement, Vendor is not obligated to indemnify or defend City against any claim if such claim or corresponding losses arise out of or result from, in whole or in part:

- a. Negligence, bad faith, failure to comply with any obligation in this Agreement, or use of any Trailer not in conformance with this Agreement.

- b. City's marketing, advertising, promotion, or sale of any product containing the Trailer;

- c. Use of the Trailer in combination with any products, materials or equipment supplied to City by a person other than Vendor or its authorized representatives;

- d. Any modifications or changes made to the Trailer by or on behalf of any person or entity other than Vendor or its representatives; or

- e. Components (including Trailer), products, or assemblies manufactured or designed by City.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT

PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion,

color, sex, disability, national origin, or ancestry;

- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto,

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Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;

- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to

causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood,

tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County,

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Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control. In the event of any conflict or inconsistency between Exhibits D and A, Exhibit D shall control over Exhibit A.

[The remainder of this page is intentionally left blank.]

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The Parties hereto have caused this Agreement to be executed this

_____ day of _____ 20____.

CITY OF OLATHE, KANSAS

By: _____

John W. Bacon, Mayor

ATTEST:

_____ (SEAL)

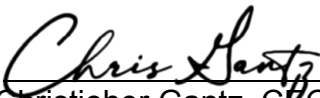
City Clerk

APPROVED AS TO FORM:

 _____

Aubrey Sample, Public Safety Legal Advisor

JHB Group, Inc.

By:  _____

Christopher Gantz, CEO

8104 N. Solon Rd.

Solon Mills, IL 60071

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Exhibit A
Vendor's Proposal

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JHB Group, Inc. 8104 N Solon Rd
Solon Mills, IL 60071-8038 US

team@jhbgroup.org
www.JHBGroup.org
Sourcewell #10235-JHB

Estimate



ADDRESS
City of Olathe
1225 S Hamilton Circle Olathe, KS
66061

SHIP TO
City of Olathe
1225 S Hamilton Circle Olathe, KS
66061

ESTIMATE DATE
EXPIRATION DATE

FSS-OLKS.2SW 03/27/2026
05/27/2026

DATE DESCRIPTION QTY RATE AMOUNT

Fire Safety Simulator - 28FT Configuration 26	JHB-FSS-27FT v2025: 27'x8.5'x10'5". V-Nose. All Aluminum. 5200# Torsion	with Aluminum Wheels. Swivel Rear Skid Casters. Electric Brakes. D.O.T Rated Safety Chains with HD Clasps.
	Axles. Screw-less Exterior. Easy Clean Walls. Solar Charging System. Electric Tongue Jack. XO Ratchet Jack. Rear	Safety Breakaway System. 3M High Grade Silicone and 3M Adhesion Tape. 1 Year Limited Warranty. 5 Year
Fire Safety Simulator 28FT Trailer 26	Ramp with 36in ATP Extension. Power Rear Stabilizer. Scene Lighting. Bluetooth Stereo. Dual Fuel generator included. 36in Side Door with Deadbolt, Door step and Grab Handle. LED DOT Lighting. 12 Volt LED Interior Lights with Master Switch. LED Scene Lights(2). LED Ground Lights(4). LED Flood Lights(2). Premium Radial Tires	Aluminum Frame Warranty. Configuration detailed below. 1 201,889.50 201,889.50 1 161,847.55
JHB Group's proprietary Fire Safety Simulator. Participants of all ages are presented an immersive learning experience offering opportunities for critical thinking, physical activity, hazard recognition and safe practices.		
	Cross Members 16 O/C	
	V-Nose Design (deleted)	
	Roof - One Piece Aluminum	
	Aluminum Tube Construction 1 0.00 Cross	
	Members 16 O/C 1 0.00 V-Nose Design 1 0.00	
	Roof - One Piece Aluminum 1 0.00	

Aluminum Tube Construction

3/4 Width Aluminum Ramp 3/4 Width Aluminum Ramp with 1 0.00

with 36" ATP Extension. 2000# 36" ATP Extension. 2000# Max
Max Load. Load.

Entrance Door 36"x78" 1 0.00	Slide In/Out Step
	with Non-Skid Grip 1 0.00
Aluminum Hinge Gap Cover	Insulation - Reflective
Side Entrance Door 36"x78" (deleted)	Bubble 1 0.00
Slide In/Out Step with Non-Skid Grip (deleted)	
Insulation - Reflective Bubble	
Aluminum Hinge Gap Cover 1 0.00	Side

G-Floor Vinyl Flooring G-Floor Vinyl Flooring 1 0.00 DOT Lighting Package DOT Lighting Package 1 0.00

5200# Torsion Axle with EZ	5200# Torsion Axle with EZ	2 0.00
Lube Hubs & Electric Brakes	Lube Hubs & Electric Brakes	

2 5/16" Coupler 2 5/16" Coupler 1 0.00	
PolyCor AP- 28 Exterior - 26	extreme temperatures, and hasPoly-Cor AP makes for a a polyester paint that can be cooler, brighter, quieter and
JHB-PSP-POLY27 Poly-Cor AP	easily cleaned with standard better looking trailer.
is structurally designed to prevent oil canning even in	household cleaning products. 1 5,900.00

2000# Electric Tongue Jack 1 0.00

2000# Electric Tongue Jack	Aluminum Wheels	Premium Aluminum Wheels
Lippert High-Speed Power Stabilizer Jack	Lippert High-Speed Power Stabilizer Jack	1 0.00 4 0.00
ST225/75R15/LRE Premium	Tire/Wheel: ST225/75R15/LRE	

ADA Accessibility ADA Accessibility with full width rear ramp, hinge gap cover and zero thresholds.	3/8 Plywood with FRP Walls
1 0.00	3/8 Plywood with FRP Walls 1 0.00

Premium Power Roof Vent	with MaxxVent Cover	MaxxVent Cover
	Premium Power Roof Vent with 1 0.00	

2.5# Fire Extinguisher 2.5# Fire Extinguisher 1 0.00 Smoke/CO Detector Smoke/CO Detetcor

1 0.00

Advanced Power System - FSS (deleted)	200w Solar Charging System with Controller	Compartment Vent System with Thermostat
30amp Shoreline Connector	Go Power IC 3000 High	1 0.00
Heavy Duty AGM Batteries (3)	Capacity Inverter/Charger	

12v Master Power Switch
 30amp Electrical Panel
 Battery Disconnect
 12v Fuse Panel
 Power Distribution System

Electric - 12v Master Power Switch

Electric - 12v Master Power Switch 1 0.00

Electric- AGM Battery. 750 CCA, 870 CA, 120 Minute Reserve Capacity	Mounting System Electric- AGM Battery. 750 CCA, 870 CA, 120 Minute Reserve Capacity	Ground Lights Exclusive! JHB Non-Penetrating Roof Mounting System. All communication and antennas are mounted on floating bracket system with no roof penetration to remove concerns for longterm leaking.
Solar Charging System	(2)100w Solar Charging Panel.	3 0.00 1 0.00 1 0.00 1 0.00
Scene and Ground Lighting Package	Smart Solar Charging Controller. Heavy Duty Solar Cables.	
JHB Non-Penetrating Roof	Scene and Ground Lighting Package. (2) Techniq D16 Scene Lights (4) Techniq E10	

Air Condition 14,000BTU 1 0.00

Air Condition 14,000BTU 26

6800-Watt Dual Fuel 120V/240V Electric Start	Awning with Weatherguard JHB-FSS-GEN68: 6800-Watt Dual Fuel 120V/240V Electric Start Gas-Powered Portable	Power Awning - 16ft Power Awning with Weatherguard 1 0.00 1 0.00
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Gas-Powered Portable Inverter Generator 26	Inverter Generator. Dual-fuel engine runs on both gasoline (6800 surge watts, 5100 rated watts) and propane (6000 surge watts, 4500 rated watts) Includes fuel shut-off to help limit maintenance, onboard wheels, a telescoping pull handle, one 14-30r 120v/240v receptacle, two 33-prong 120v receptacles, 1 14-30r rv receptacle, one 12v dc receptacle, two 5v usb ports, a voltage selector switch, a tool-free lpg quick-connector, a 6 ft. long lpg regulator hose, and a 3-year warranty.
Power Awning - 16ft Power	

Swivel Rear Skid Bogie Wheel

Swivel Rear Skid Bogie Wheel 2 0.00

JHB's Command Rack System 26	Command Rack System: All aluminum construction with non-penetrating roof mount system and universal mounting	holes for antennas, lights, storage and more. Power coated finish. 1 1,459.00
JHB-PSP-CMRK: JHB's		

3M Commercial VHB Tape 1 0.00

3M Commercial VHB Tape

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Insulation - Reflective Bubble

Insulation - Reflective Bubble 1 0.00

Trailer Color Trailer Color : RED 1 0.00

proprietary tablet control

System. Remote Camera

Wi-Fi Tablet Control System -
JHB Proprietary 26
JHB-COM-ELAN : JHB Group

system. iPad. Heavy-Duty
Protective Case. Magnet
Mounting. Custom Control

Viewing. Remote Trailer
Controls.
1 10,211.25

Wheel Ratchet Jack
1 430.80

XO Ratchet Jack JHB-OPT-XOJ - Ark Dual
Package 26

Exterior TV
Compartment with 37in LED
TV 26

Fire Safety Props - Bedroom
26

Door with Smoke and Fire
Effect. Low voltage heated
door element. Door alarm with
silence button. Smoke and fire
effect. Laundry basket with
cloths.

Fire Safety Props- Pull Station
with Strobe and Audible Alarm.
Silence Button Included.

Shake Rattle Roll - Severe
Weather

Fire Safety Props Kitchen 26

JHB-OPT-39EXT Custom

Dial 9-1-1 Education Phone:

Exterior TV Compartment with
37in LED Smart TV. 110V

Red phone, custom emergency
dispatch recording and 9-1-1

Outlet. HDMI Input. Wall Mount
Bracket.

button activation.

Fire Safety Props: Bedroom -

JHB-FSS-BBQ Flammable
liquids cabinet with TV and

Fire Safety Props - Heated
Door with Smoke and Fire
Effect 26

Children's bed. Flickering lamp
on nightstand with outlet. ADA
movable wall. Illuminated
window with custom imagery.
Fire Safety Props: Kitchen -
Oven fire with shutoff. Pot on
stove with smoke and flame

preloaded training videos, arc
and spark electrical panel,
static electrical meter, lock-out
tag-out box, static residential
gas meter with gas valve, static
fire sprinkler head and JHB
Group's Proprietary BBQ grill
hazard simulator with smoke

Fire Safety Props- Pull Station effects. Toaster with smoke

with Strobe and Audible Alarm, and flame
effect. Electrical

and fire effect, propane shutoff(Integrates with
Silence Button Included. 26
Fire Safety Props- Dial 9-1-1

Education Phone 26

FSS-BBQ, Utility and CERT
Preparedness Training

breaker box. Gas shut off.
Water shut off. Illuminated
window with custom imagery.

Hazardous chemicals cabinets

under sink with child safety
lock demo.

Fire Safety Props - Heated

FiAR).

Upgrade from Forcible Entry
Prop on Fire Safety Simulator.

JHB-FSS-SVRWTH : Shake,

Rattle and Roll Severe
Weather System featuring

1 3,398.00 1 0.00

1 0.00

1 0.00

1 0.00 1 9,650.30

1 8,992.60

1 0.00

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Simulation 26 4 types of weather emergencies with special lighting, sound and vibration effects. Only available with Fire Safety Simulators (JHB-FSS-27).

FiAR Fire Extinguisher Training System V2

12.9-inch iPad Pro (Lidar)
JHB-ARVR-FIARV2 Includes FiAR V2 Fire Extinguisher Training System. FiAR V2 App, 10# Fire Extinguisher, FiAR Handle, iPad Pro, Chargers, Laser-cut Pelican Case with Wheels, FiAR Stand, FiAR Nozzle, 2dz Spare Shear Pins, Quickstart Magnets, Manuals and Training Video.

Apple 12.9-inch iPad Pro (Lidar) with hardware. FiAR's iOS Software with lifetime subscription to updates. Includes stock iPad charging cable. (USB-C)
1 16,680.00 16,680.00 1 16,671.00

FiAR V2 - Augmented Reality Fire Extinguisher Training System

JHB-ARVR-FIARV2 Includes FiAR V2 Fire Extinguisher Training System. FiAR V2 App, 10# Fire Extinguisher, FiAR Handle, iPad Pro, Chargers, Laser-cut Pelican Case with Wheels, FiAR Stand, FiAR Nozzle, 2dz Spare Shear Pins, Quickstart Magnets, Manuals and Training Video.

1 0.00

FiAR Fire Extinguisher Bluetooth Handle V2

FiAR handcrafted extinguisher tank handle, including rechargeable wall adapter.

1 0.00

FiAR Fire Extinguisher 10# Tank

FiAR Fire Extinguisher Apple

Red aluminum 10lb fire extinguisher tank.

1 0.00

FiAR Fire Extinguisher Floor Stand 1 0.00 FiAR

Fire Extinguisher Nozzle 1 0.00

FiAR Fire Extinguisher Floor Stand

FiAR Fire Extinguisher Nozzle

FiAR Fire Extinguisher Pelican Travel Case with Wheels

FiAR Fire Extinguisher Spare Shear Pins

FiAR Fire Extinguisher Training System Manual

Custom Graphics

Package – 51-100% Total Surface Coverage. 26

Transport Prep & On-Site Training

	Package with custom design, 3M printed vinyl and installation.	1	0.00	
Sourcewell Contract Training Pricing Discount	Onsite training at customer location. Included: 4 hour of hands-on training for up to 8 personnel. Additional virtual training and online training videos also included.	1	15,758.00	15,758.00 1 2,250.00
FiAR Fire Extinguisher Pelican Travel Case with Wheels	Sourcewell Contract Training Pricing			
JHB-ARVR-SHPN -FiAR- Spare Shear	Discount		2,250.00	
Pins - 2dz	JHB Group 102325-JHB			
FiAR Fire Extinguisher Training System Manual and User Guide	1 0.00			
JHB-ART-GHFL: Custom Graphics Package – Complete Graphics	1 9.00		1 0.00	0.00T

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City of Olathe
Olathe , Kansas
Account # 2365

Tax Not Included. Delivery Included. SUBTOTAL 236,577.50 DISCOUNT 1% -2,365.78

TAX 0.00

SHIPPING 7,203.00

TOTAL **\$241,414.72**

Accepted By

Accepted Date

Exhibit B
CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000. 2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits. **Limits:** All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance. 3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): ***Unless excused by the Agreement with the City***, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): ***IF*** accessing the City's network or City's data, ***THEN*** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor. **C. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be

the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City. **F.**

Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.

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Exhibit C
2 C.F.R. Part 200 Contract Addendum

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1. For Construction Contracts: Equal Employment Opportunity. Contractor agrees as b.
The contractor will, in all solicitations or advertisements for employees placed by
Addendum A

Requirements of 2 C.F.R. Part 200 Contract Addendum Language

Contractor shall comply with all applicable provisions of 2 C.F.R. Part 200, including but not limited to:

follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the

d. The contractor will send to each labor union or representative of workers with following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for

employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses

h. The contractor will include the portion of the sentence immediately preceding

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to

the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. For Construction Contracts in excess of \$2,000:

Copeland "Anti-Kickback" Act, Contractor and subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non Federal entity must report all suspected or reported violations to the Federal awarding agency.

3. For Contracts in excess of \$100,000 that involve employment of mechanics or laborers: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or

subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any

implementing regulations issued by the awarding agency.

5. For Contracts in excess of \$150,000: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. Debarment and Suspension (Executive Orders 12549 and 12689): Contractor hereby certifies they are not debarred, suspended or otherwise excluded from holding contracts involving federal funds, and is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Certification - Contractor hereby certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - (3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Prohibition on certain telecommunications and video surveillance services or equipment: Contractor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or

extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law

115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which instrumentalities or agencies thereto.

B. Other Applicable Federal Statutes,

Laws, and Regulations Prohibiting Discrimination

1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or

C. Other Applicable Federal Statutes, Laws, Regulations and Provisions

1. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the job

seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

2. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Contractor is encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.

3. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

EXHIBIT D

Vendor's Terms for Trailers

Goods and Services. Subject to the terms and conditions of this Agreement, JHB Group Inc ("JHB" or "Vendor") hereby agrees to furnish a specialty trailer, and its related components and equipment (collectively, the "**Trailer**"), according to the City's requested specifications in Exhibit A and made a part of this Agreement (the "**Specifications**"), and to make the Trailer available for Pick Up as hereinafter provided.

Modifications. In the event the Specifications are modified for any reason, including but not limited to, by request of City, safety concerns, or change in applicable law, JHB may modify the Purchase Price and City shall agree to pay the modified Purchase Price.

Acceptance and Nonconformance.

City may inspect the Trailer prior to Delivery for any nonconformance with the Specifications during a date and time set by JHB ("**Inspection Period**"). JHB will notify City at least fourteen (14) days before the Inspection Period begins. City may conduct the inspection on site or virtually by appointment with JHB during the Inspection period. If City elects to attend the Inspection period in person, City shall be responsible for any travel costs or expenses to attend unless otherwise agreed to in writing by the Parties. City shall utilize the Inspection Period to test, review, and inspect the Trailer for defects or other nonconformance with the Specifications and this Agreement. If City discovers any defect, deficiency, or nonconformance during the Inspection Period, City must immediately notify JHB. Failure to provide such notice within the Inspection Period, or City fails to inspect Trailer during the Inspection Period, the Trailer shall be deemed accepted and compliant with this Agreement and Specifications.

In the event City chooses not to inspect the Trailer during the Inspection period, City shall have ten (10) days from Delivery or Pick Up of the Trailer to test, review, and inspect the Trailer for defects or other nonconformance with the Specifications or this Agreement. If City discovers any defect, deficiency, or nonconformance, City must notify JHB in writing at the address above or via email at team@jhbgroup.org within the ten (10)-day inspection period, describing the issue in reasonable detail and, where applicable, providing visual confirmation. Failure to provide such notice and supporting visual evidence within the inspection period shall constitute City's acceptance of the Trailer, and the Trailer shall be deemed compliant with this Agreement.

If City timely notifies JHB of any nonconforming Trailer, JHB shall determine, in its reasonable discretion, whether Trailer is nonconforming. If JHB determines that such Trailer is nonconforming, JHB shall, in its sole discretion, either:

- a. replace such nonconforming portions with conforming ones; or
- b. refund to City such amount paid by City to JHB for such nonconforming portions.

JHB shall be allotted a reasonable amount of time to make any such order, updates

and replacement.

If City requests replacement of any Specification different than those explicitly stated in the Specifications, City shall be responsible for all time, costs, fees and delays related to the replacement. JHB has the right to reject any City request or update not explicitly stated on the agreed upon Specifications.

THE REMEDIES SET FORTH IN THIS SECTION ARE CITY'S EXCLUSIVE REMEDY FOR THE DELIVERY OF ANY NONCONFORMING TRAILER.

JHB LIMITED WARRANTY

(a) Express Limited Warranties. JHB warrants solely to the original City that:

(i) Structural Warranty: The Trailer's structural frame will be free from structural defects in materials and workmanship for a period of three (3) years from the date of initial Delivery or Pick Up (whichever occurs first).

(ii) Component Parts Warranty: The specific component Parts (as defined below) will be free from defects in materials for a period of one (1) year from the date of initial Delivery or Pick Up (whichever occurs first).

(b) Definition of Parts. As used herein, "Parts" shall mean and be strictly limited to: Trailer windows, paint and undercoat (solely manufacturing defects and is subject to the explicit environmental exclusions noted below), aluminum components, locks, exterior corrosion, plumbing components, doors, seals and sealants, and JHB-modified or JHB-installed electrical components only. **ALL OTHER PARTS, COMPONENTS, LABOR, AND CRAFTSMANSHIP ARE EXCLUDED.**

(c) Third-Party Component Warranties (Pass-Through). The JHB Warranty DOES NOT cover components manufactured by third parties. These items are covered solely by their respective component manufacturer's warranties. JHB assigns any transferable third-party warranties to City but makes no independent warranty regarding these items. Items NOT warranted by JHB include, but are not limited to:

- Tires, Wheels, Axles, and Jacks
- Winches and Hoists
- Couplers
- Air Conditioners, Furnaces, and Water Heaters
- Refrigerators and Microwaves
- Light Fixtures, TVs, and Radios
- Plywood and Fiberglass Parts
- Concession Windows and Generators

(d) Warranty Conditions and Claims Process. City's remedies under this Section are strictly conditioned upon City's full compliance with this Agreement. To assert a warranty claim:

(i) Notice: City shall notify JHB in writing of any alleged defect within three (3) business days from the date City discovers, or through reasonable inspection should have discovered, the alleged defect (and in all events, prior to the expiration of the

applicable Warranty Period).

(ii) Evidence: City shall provide a detailed written description of the issue alongside visual verification (including high-resolution photographs and/or video). Upon JHB's request, City shall promptly provide additional media or diagnostic information.

(iii) Delivery of Parts: Where practicable, and at JHB's sole discretion, City shall deliver the allegedly defective part(s) to JHB's facility for inspection and testing.

(e) Sole Remedy and JHB Obligations. If JHB's inspection reveals to JHB's reasonable satisfaction that the defect falls within the express warranties provided in subsection (a), JHB shall, in its sole discretion and at its own expense, repair or replace the defective part or structural component. **LABOR COSTS, SHIPPING COSTS, AND TRAVEL EXPENSES ASSOCIATED WITH WARRANTY SERVICES ARE EXPLICITLY EXCLUDED.** JHB shall be allotted a reasonable timeframe to investigate, order replacement components, and install or service the Trailer. JHB's entire liability and City's exclusive remedy under this warranty is limited solely to this repair or replacement.

(e) Warranty Waivers and Voidance. This JHB Limited Warranty is immediately voided and waived if any modifications, services, alterations, parts replacements, or repairs are conducted on the Trailer by any third party without the express, prior written authorization of JHB.

(f) Customization and Non-Transferability. This warranty is strictly non-transferable and applies solely to the original City. City acknowledges that the Trailer has been uniquely designed, customized, and manufactured to meet City's Specifications. Consequently, the Trailer cannot be returned or refunded. JHB assumes zero liability, obligation, or warranty responsibility regarding the structural engineering, design feasibility, or utility of the customizations specified or requested by City.

(g) EXPLICIT WARRANTY EXCLUSIONS. The JHB Limited Warranty explicitly DOES NOT COVER the following:

- Deterioration of paint, undercoat, or general appearance due to normal use, time, or environmental exposure;
- Damage to or caused by the tow vehicle, tow vehicle wiring, or improper hitch usage;
- Damage caused by loose screws, nuts, lug nuts, and bolts. (It is City's strict responsibility to inspect and maintain proper tightness);
- Damage or deterioration caused by salt, road grime, normal wear and tear, accidents, or the application of/exposure to corrosive chemicals and materials (including, but not limited to, magnesium chloride or calcium chloride);
- Damage caused by misuse, overloading, negligence, alteration, or failure to perform necessary maintenance and repairs on an "as needed" basis;
- Any aftermarket accessories, parts, graphics, company logos, or artwork on or in the Trailer;
- Financial losses or indirect costs, including but not limited to: lost revenue, cost of cargo, rental of substitute equipment, towing charges, service call costs, transportation costs to deliver the Trailer to JHB for warranty repairs, inconvenience, or costs of work performed by third parties.

JHB reserves the right to test individual parts for chemical exposure. Damages arising from such exposure are strictly excluded from the JHB Warranty.

Other than the

OTHER THAN THE ACCEPTANCE PERIOD AND THE EXPRESS JHB WARRANTY STATED HEREIN, TRAILER IS SOLD AS IS. THIS SECTION SETS FORTH CITY'S SOLE REMEDY AND JHB'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY.

Disclaimer of Warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN REPRESENTATIONS AND WARRANTIES AND THE JHB PRODUCT WARRANTY SECTIONS, THE FULLEST EXTENT PERMITTED BY LAW, (A) NEITHER JHB NOR ANY PERSON ON JHB'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) CITY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY JHB, OR ANY OTHER PERSON ON JHB'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

Limited Right of Return. Except as provided under Nonconformance and JHB Warranty, City has no right to return Trailer.

Department of Transportation. Trailer, upon completion, will conform with applicable Department of Transportation ("DOT") rules and regulations that are in effect on the Effective Date, except as modified by the Specifications or other modifications as agreed to by City.

Delivery and Pick Up. Upon completion of the Trailer, City shall have ten (10) business days to collect and remove the Trailer from JHB's property or other location holding the Trailer ("**Pick Up**"). If the Trailer is not collected within this period, City shall be responsible for all fees incurred due to the extended retention of the Trailer, including, without limitation, parking, storage, towing, removal, or other related charges incurred by JHB, plus interest at a rate of five percent (5%) on all such amounts. Prior to the completion of Trailer, City may request delivery of the Trailer by JHB to an address designated by City ("**Delivery**") for an additional Fee. Any Delivery request on or after the Trailer completion date, City shall be responsible for all fees incurred due to the extended retention and Delivery of the Trailer, including, without limitation, parking, storage, towing, removal, gas, labor, insurance or other related charges incurred by JHB, plus interest at a rate of ten percent (10%) on all such amounts.

No Exclusivity. This Agreement does not limit JHB's right to manufacture or sell, or preclude JHB from manufacturing or selling, to any Person, or entering into any agreement with any other Person related to the manufacture or sale of the Trailer or other goods or products that are similar to or competitive with the Trailer.

Certain Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, neither Party shall:

- a. make any representations, warranties, guarantees, indemnities, similar claims, or other commitments actually, apparently or ostensibly on behalf of the other Party; or
- b. engage in any unfair, competitive, misleading, or deceptive practices respecting the other Party's Trademarks or the Trailer, including any product disparagement.

User Manuals. City may request user manuals, training materials or other documentation or media regarding the use and operation of the Trailer. JHB may, in its sole discretion, provide such guidance or instructions in writing, in-person, online, video or other format JHB deems appropriate.

JHB's Intellectual Property. City acknowledges and agrees that:

- a. except to the extent provided in a separate written agreement between City and JHB, JHB (or its licensors) will retain all intellectual property rights used to create, embodied in, used in, and otherwise relating to the Trailer and any of their component parts;
- b. any and all JHB's intellectual property rights are the sole and exclusive property of JHB or its licensors;
- c. City shall not acquire any ownership interest in any of JHB's intellectual property rights under this Agreement; and
- d. any goodwill derived from the use by City of JHB's Intellectual Property Rights inures to the benefit of JHB or its licensors, as the case may be.

City shall not:

- a. take any action that may interfere with any of JHB's rights in or to JHB's Intellectual property rights, including JHB's ownership or exercise thereof;
- b. challenge any right, title, or interest of JHB in or to JHB's intellectual property rights; or
- c. make any claim or take any action adverse to JHB's ownership of JHB's intellectual property rights.

Indemnification. Subject to the terms and conditions of this Agreement, each Party (as "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), relating to/arising out or resulting from any third-party Claim or any direct Claim against Indemnifying Party alleging:

- a. a material breach or non-fulfillment of any representation, warranty or covenant set forth in this Agreement by Indemnifying Party or Indemnifying Party's Personnel;
- b. any grossly negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of this Agreement; or
- c. any bodily injury, death of any person or damage to real or tangible personal property caused by the willful or grossly negligent acts or omissions of Indemnifying Party or its Personnel; or
- d. any failure by Indemnifying Party or its Personnel to comply with any applicable

laws.

Notwithstanding anything to the contrary in this Agreement, this Section does not apply to any claim (whether direct or indirect) for which a sole or exclusive remedy is provided for under another section of this Agreement, including Nonconformance or Defective Trailer.

Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, an Indemnifying Party is not obligated to indemnify or defend (if applicable) an Indemnified Party against any claim if such claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's or its Personnel's:

- a. negligence or more culpable act or omission (including recklessness or willful misconduct); or

- b. bad faith failure to comply with any of its obligations set forth in this Agreement; or

- c. use of the Trailer in any manner not otherwise authorized under this Agreement or that does not materially conform with any usage instructions, guidelines, or specifications provided by JHB.