

AGREEMENT

THIS AGREEMENT made this 24th day of June, 2026, by and between the Borough of Waynesboro, a municipal corporation of the Commonwealth of Pennsylvania, with an address of 55 East Main Street, Waynesboro, Pennsylvania 17268 (hereinafter the "Borough"), and Motorola Solutions with an address of 500 West Monroe Street, Chicago, IL 60661 (hereinafter the "Contractor"). WHEREAS, the Borough has authorized certain items of work in connection with the License Plate Recognition ("LPR") System, in accordance with said Contract Documents as further defined below, attached hereto and made a part herein; and

WHEREAS, the State of Minnesota's Cooperative Purchasing Program (Sourcewell) is an authorized cooperative purchasing program initiative that publicly and competitively bids contracts to vendors who are required to offer their best prices and most responsible services to Sourcewell's members; and

WHEREAS, Sourcewell's open and competitive bidding projects ensure that any contracts awarded by Borough to a vendor through Sourcewell are in compliance with the public bidding standards and procurement requirements of the Municipal Authorities Act of 1945 and Commonwealth Procurement Code; and

WHEREAS, the Borough has, by Resolution, taken the appropriate action to become a member of Sourcewell; and

WHEREAS, after performing the required open and competitive bidding process, Sourcewell awarded the contract to Contractor; and

WHEREAS, on June 15, 2026, the Contractor submitted a Price Proposal to the Borough, a copy of which Proposal is hereto attached and made a part hereof (hereinafter the "Proposal"); and

WHEREAS, the Proposal lists a firm and fixed price for the Work of Ninety Thousand Three Hundred Seventy Three and 65/100 Dollars (\$90,373.65); and

WHEREAS, the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor for said Item(s) of work included in said Proposal (hereinafter the "Agreement").

NOW THEREFORE, the Borough and the Contractor in consideration of the requirements, terms and conditions of the Contract Documents set forth below, and the offers, promises and representations made by the Contractor in its Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

1. Recitals

The above recitals are incorporated herein by reference thereto and made a part of this Agreement.

2. Contract Documents

The Contract Documents include the following documents: Sourcewell Contract #020625-MOT, Non-Discrimination Notice, Public Works Employment Verification Form, the Proposal, the Agreement, IRS Form W-9, and the Affidavit regarding Steel Products Procurement (hereinafter the "Contract Documents"), which documents are incorporated into this Agreement by reference. For the avoidance of doubt, if there is any conflict between this Agreement and the Proposal attached hereto, the Agreement shall control.

3. Basis of Agreement

The parties hereto recognize that the Contract Documents are the basis of this Agreement, and the parties accept the same, and declare that there are no understandings, representations or promises, written or verbal, having any bearing on this Agreement which are not expressed in said Contract Documents and Contractor's Proposal or written in this Agreement.

4. Scope of Work

The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, other utilities and facilities, and to otherwise perform all work and services necessary for or incidental to and otherwise perform all obligations imposed by this Agreement and to faithfully perform and complete all of said work connected therewith in full and strict conformity with the Proposal, the Contract Documents, and this Agreement and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed for the following items (hereinafter the "Work"):

Item 1: Complete the installation of the Waynesboro Borough Police Department LPR System, consisting of fixed LPR cameras at Potomac & W. Main Street and Clayton & Main Street and a two-camera Mobile LPR system, according to the specifications listed in the Proposal.

5. Payment

5.1 The Borough shall pay the Contractor for the Services to be performed under this Agreement a lump sum payment of no more than Ninety Thousand Three Hundred Seventy Three and 65/100 Dollars (\$90,373.65) (the "Contract Price") for the Services as indicated in the Proposal in increments as set forth herein. At no point shall the Borough pay the Contractor more than the amount indicated in Section 5.1.

5.2 Payment for the Services shall conform to the following schedule:

5.2.1 50% of the Contract Price due upon shipment of equipment; 40% of the Contract Price due upon installation of equipment; and 10% of the Contract Price is due upon completion of final acceptance.

5.2.2 Intentionally Omitted.

- 5.2.3 After the Work is substantially complete, subsequent approved invoices shall be paid, by the Borough, subject to withholding, by the Borough, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items, provided there is no specific cause for greater withholding. In accordance with the Public Works Contract Regulations Law, as amended by Act 142 of 1994, in no event will the Work be certified as substantially complete until at least 90 percent of the Work is completed. Partial utilization of any portion of the Work does not constitute Substantial Completion.
- 5.2.4 In the event that a dispute arises between the Borough and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainages in the sum of one and one-half times the amount of any possible liability may be withheld by the Borough from the Contractor until such times as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond in a form and amount satisfactory to the Borough to indemnify the Borough against the claim.

5.3 Final Payment.

- 5.3.1 Final Inspection. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, the Borough will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

5.3.2 Application for Final Payment.

- 5.3.2.1 After Contractor has, in the opinion of the Borough, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for final payment following the procedure for progress payments.

5.3.2.2 The final Application for Payment shall be accompanied by:

- 5.3.2.2.1 an invoice for the work approved by the Borough;

5.3.2.2.2 all documentation called for in the Contract Documents, including but not limited to the evidence of insurance as required;

5.3.2.2.3 consent of the surety, if any, to final payment;

5.3.2.2.4 a list of all Claims against the Borough that Contractor believes are unsettled; and

5.3.2.2.5 complete and legally effective releases or waivers (satisfactory to the Borough) of all Lien rights arising out of or Liens filed in connection with the Work.

5.3.2.3 In lieu of the releases or waivers of Liens specified in Paragraph 5.3.2.2.5. and as approved by the Borough, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Borough might in any way be responsible, or which might in any way result in liens or other burdens on the Borough's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to the Borough to indemnify the Borough against any Lien.

5.3.3 Final Payment and Acceptance.

Upon final completion and acceptance of the Work in accordance with Paragraph 5.3.2, the Borough shall pay the remainder of the Contract Price less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Borough in connection with the Work. The Contractor's acceptance of the Final Payment shall act as a waiver of any claims or potential claims that the Contractor may have concerning the Work.

5.4 Interest.

The final payment if not paid when due in accordance with Paragraph 5.3.3, less any deduction for liquidated and/or other damages or unresolved claims, shall bear interest at the rate of ten percent (10%) per annum or, when the Borough has issued bonds or notes to finance the Project, at the rate of interest of the bond or note issue, whichever is less. No interest will be paid on progress payments.

6. Contract Times

- 6.1 Term: The term of this Agreement shall begin on the Effective Date and terminate at midnight upon the date that all of Contractor's duties and obligations contemplated in this Agreement and the Contract Documents are completed or otherwise satisfied, unless terminated or extended at the Borough's sole and absolute option as provided for herein. Notwithstanding the foregoing, Contractor shall complete all Work no later than September 30, 2026, which date is a material term of this Agreement, the Borough being required to demonstrate full project completion by that date as a condition of its Pennsylvania Commission on Crime and Delinquency grant funding.
- 6.2 Contract Times: All times set forth for completion of milestones (if any), substantial completion (if any), and completion as set forth in the Contract Documents are the essence of this Agreement.
- 6.3 Liquidated Damages: The Borough and Contractor recognize that time is of the essence of this Agreement and that the Borough will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.1 above, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Borough Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 6.1 above. The application of this section will not exceed the total Contract Price.
- 6.4 Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 6.3, Contractor also agrees to reimburse the Borough for all administrative, legal, engineering and construction observations costs, associated with Contractor's failure to meet any of the milestones specified above under Paragraph 6.1. The application of this section will not exceed the total Contract Price.
- 6.5 Alternate Damages: The Borough, at its option, may waive liquidated damages as provided in Paragraph 6.3 and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including, without limitation, loss of revenue, engineering fees and consultants fees, construction observation fees, and legal fees incurred by the Borough as a result of such delay.

7. Termination/Suspension

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Borough or to comply with any of the provisions of the Agreement or the Contract Documents, the Borough may terminate the Agreement and the Contract for cause upon thirty (30) days written notice of intent to terminate to Contractor. Contractor's services will not be terminated if the Contractor begins within thirty (30) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than thirty (30) days of receipt of said notice, unless the Borough in its sole and absolute discretion extends such time to cure in writing.

Notwithstanding the foregoing, the Borough may terminate this Agreement and the Contract without cause and without prejudice to any other right or remedy of the Borough upon thirty (30) days' written notice to Contractor.

Contractor may only terminate this Agreement and the Contract in the event the Borough is in default and fails to cure said default within thirty (30) days from the date the Borough receives written notice from Contractor, which said notice shall set forth the alleged default.

In the event that the Borough terminates the Agreement and the Contract as provided for herein, Contractor agrees that Contractor shall not be entitled to, and shall not be paid, an amount of loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Contractor agrees that its sole remedy shall be payment for equipment delivered and/or services rendered prior to termination of the Contract, provided however that the Borough may offset any amount owed to the Contractor for services rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor.

The Borough has the right to suspend performance of the Agreement and the Contract, at any time and without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and Contract Price caused by the suspension, as determined by the Borough in its sole and absolute discretion.

8. Change Orders

8.1 Any alteration, modification, or deviation from the Contract Price, which shall include the moneys payable by the Borough to the Contractor for completion of the Work, materials and/or Services in accordance with the Contract Documents, and/or Contract Times, which shall include the number of days or dates in the Contract Documents to achieve any and all milestones, Substantial Completion, and completion of the Work and/or Services so that it is ready for final payment as further set forth in the Contract Documents and as further identified in Section 6, must be carried out upon written Change Order signed and dated by both the Borough and the Contractor unless otherwise provided for within this Section 8. Change Orders, when signed and executed by the Contractor and the Borough, shall be made part of this Contract. This written authorization must be provided prior to the commencement of any Additional or Extra Work.

- 8.2 Additional Work, which is defined as work of a type already provided by the Contract and for which the Contract has established a unit price, is generally used to describe work arising when alterations in the work are authorized but do not result in a significant change in the character of the work as required under the original contract. Prices related to Change Orders for Additional Work are processed as adjustments to a contract unit price.
- 8.3 Extra Work is defined as work arising from changes in quantities or alterations in the Work that results in a significant change in the character of the work under contract, or work having no quantity or price included in the Contract that is determined by the Borough to be necessary or desirable to complete the Contract. Prices related to Change Orders for Extra Work shall be proposed by the Contractor and negotiated with the Borough.
- 8.4 Contractor shall not be entitled to an increase in the Contract Price or an extension of Contract Times with respect to any work performed that is not required by the Contract Documents except in the case of an emergency, as further discussed in Paragraph 8.9 below.
- 8.5 The Borough shall have sole and absolute discretion to grant a Change Order.
- 8.6 Borough Initiated Change Order. Without invalidating the Contract, the Borough may, at any time or from time to time, order additions, deletions, or revisions in the Work and/or materials by request for Change Order. Upon receipt of any such document, Contractor shall notify the Borough of the entitlement to, if any, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that would result from the Change Order. If a change in Contract Price and/or Contract Time will result, the parties shall agree to such modification in the Change Order. If the parties are unable to agree, the Borough may continue with the Contract as drafted or terminate the Contract.
- 8.7 Contractor Initiated Change Order. Contractor shall notify the Borough within ten (10) calendar days of the event giving rise to the requested Change Order. If the Contractor notifies the Borough of a request for a Change Order, such request must be based on: 1) a change of Work and/or Services; or 2) a change of Contract Price or Contract Times not capable of being identified at the time of the Proposal. Said request of Change Order shall include the change of work together with any and all modifications to the Agreement including but not limited to changes to the Contract Price and/or Contract Times. The Borough, in its sole and absolute discretion, shall either agree or reject the request for Change Order. In the event that the Borough agrees to the request for Change Order, the parties sign and execute a written Change Order as set forth herein.
- 8.8 Notwithstanding the foregoing, in emergencies affecting the safety or protection of persons or the Work or property at the particular project site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the Borough prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If

the Borough determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Order will be issued.

8.9 Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Contractor. Contractor shall be entitled to an equitable and reasonable adjustment of Contract Times, but not an increase in a Contract Price, for delays related to Force Majeure, abnormal weather conditions, or other causes not the fault of and beyond the control of the Borough and the Contractor.

9. Contractor's Representations

In order to induce the Borough to enter into this Agreement, Contractor makes the following representations:

9.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents including any applicable "technical data".

9.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

9.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.

9.4 Contractor is aware of the general nature of work to be performed by the Borough and others at the site that relates to the Work as indicated in the Contract Documents.

9.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

9.6 Contractor has given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, prior to executing this Agreement, and the written resolution thereof by the Borough is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9.7 Contractor acknowledges the Borough may apply for other funding assistance for the Work and if such funding is awarded, Contractor and/or subcontractors may be required to submit

additional information or documentation, and Contractor and/or subcontractors may be required to adhere to additional criteria necessary to satisfy additional funding requirements.

9.8 Contractor is authorized to do business in Pennsylvania and that the person signing on behalf of the Contractor is authorized to bind Contractor to the terms and conditions set forth herein.

10. Subsurface & Physical Conditions and Underground Facilities

The Borough may furnish to the Contractor reports and or drawings known to the Borough relating to subsurface and physical conditions, explorations, tests and Underground Facilities at or contiguous to the location for which the work contemplated under this Agreement is to be performed. The Borough makes no warranties or representations regarding the accuracy of such information and Contractor shall not rely on the information as accurate. Contractor acknowledges that such reports and drawings may not be complete for Contractor's purposes. Contractor acknowledges that the Borough does not assume responsibility for the accuracy or completeness of information and data shown or indicated. Underground Facilities shall include underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith identify the owner of such Underground Facility and give written notice to that owner and to the Borough.

11. Existing Utilities

Contractor shall comply with Federal, State, and local regulations relating to the requirement to notify utility companies, including any utility owned and operated by the Borough, prior to performing work that has the potential to damage the facilities of such utility companies. Where such utility company facilities are located underground, Contractor shall make arrangements for a utility company representative to locate the underground facilities prior to initiating excavation work. If any utility company facility is damaged during the Work, Contractor shall immediately notify the affected utility company. If the utility had been correctly located and marked in the field by its owner, Contractor shall be fully responsible for repairing or replacing such damaged facilities, at no cost to the Owner, in accordance with utility company's requirements. If Contractor fails to promptly repair or replace damaged facilities, Owner or utility company may arrange to have the required work performed by others and the cost of such work will be charged to the Contractor by deduction from a progress payment.

12. Correction of Defective Work

12.1 Prompt notice of all defective Work of which the Borough has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Paragraph 12.

12.2 If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Borough may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Borough to stop the Work shall not give rise to any duty on the part of the Borough to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

12.3 Correction Period

12.3.1 If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Borough is found to be defective, Contractor shall promptly, without cost to the Borough and in accordance with the Borough' written instructions:

12.3.1.1 repair such defective land or areas; or

12.3.1.2 correct such defective Work; or

12.3.1.3 if the defective Work has been rejected by the Borough, remove it from the Project and replace it with Work that is not defective, and

12.3.1.4 satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

12.3.2 If Contractor does not promptly comply with the terms of the Borough' written instructions, or in an emergency where delay would cause serious risk of loss or damage, the Borough may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

12.3.3 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents.

12.3.4 Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.3.5 Contractor's obligations under this Paragraph 12 are in addition to any other obligation or warranty. The provisions of this Paragraph 12 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

12.4 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the Borough prefers to accept it, the Borough may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the Borough's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to the recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Borough shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

12.5 The Borough May Correct Defective Work

If Contractor fails within a reasonable time after written notice from the Borough to correct defective Work, or to remove and replace rejected Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the Borough may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In exercising the rights and remedies under this Paragraph 12, the Borough shall proceed expeditiously. In connection with such corrective or remedial action, the Borough may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the Borough has paid Contractor

but which are stored elsewhere. Contractor shall allow the Borough, the Borough's representatives, agents and employees, the Borough's other contractors, access to the Site to enable the Borough to exercise the rights and remedies under this Paragraph 12.

All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) incurred or sustained by the Borough in exercising the rights and remedies under this Paragraph 12 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Borough shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

13. Insurance

A. Throughout the term of an awarded contract and for applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverages set forth herein. All insurance policies shall be issued by companies authorized to do business in the Commonwealth of Pennsylvania. Evidence of insurance coverage shall be submitted on the most current Acord 25 "Certificate of Insurance" form. The Commercial General Liability and Automobile Liability insurance policies shall include the Borough of Waynesboro and its officers, agents and employees as additionally insured.

A Certificate of Insurance shall be required prior to contract signing. The successful contractor must provide proof of insurance and carry the types of insurance to include the following:

- i. Workers Compensation: Worker's Compensation and Occupational Disease Disability Insurance as required by the laws of the Commonwealth of Pennsylvania.
- ii. Comprehensive Automobile Liability Insurance for vehicles furnished by Contractor with a combined single limit of \$1,000,000 for each occurrence.
- iii. Commercial General Liability Insurance: Bodily Injury and Property Damage \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

The Contractor's Commercial General Liability, Automobile Liability, and Workers Compensation insurance shall be endorsed to provide the Borough with at least 30-calendar day's prior written notice of cancellation in coverage.

Contractor shall be responsible for any deductible or self-insured retention.

14. Compliance with Pennsylvania Prevailing Wage Act

The Contractor and any sub-Contractors agree to compensate any employees providing work on this Project in compliance with the Pennsylvania Prevailing Wage Act, as amended at 43 P.S. §§

165-1 to 165-17, as may be applicable, which is hereby incorporated into and made a part of the Contract Documents.

15. Public Works Contract Regulation Law

The Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 (Prompt Pay), as it relates to timely payment by Contractor/Subcontractor to its Subcontractors and suppliers.

16. Steel Products Procurement Act

The Contractor and any sub-Contractors agree to use steel and steel products made in the United States, in compliance with the Steel Products Procurement Act, 73 P.S. §§ 1881 et. seq., the Trade Practices Act, 71 P.S. §§ 773.101 et. seq., and other similar state laws.

17. Protection of Borough Property

The Contractor shall protect the Borough's property against damage, injury, or loss arising in connection with the Work. Contractor's responsibility shall include repairing, replacing, or restoring damaged property to its original or better conditions, or the payment of money in a sum equal to the reasonable value of the damage caused to such property. If Contractor fails to promptly repair or replace damaged property, Borough may have the work performed by others and the cost of such work shall be deducted from Contractor's subsequent progress payment.

18. Indemnification

The Contractor and its sub-Contractors will defend, indemnify, and hold the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from the Borough's, its officers', elected officials', agents', representatives', and employees' acting within the scope of their official duties's negligence or willful misconduct. The Contractor shall defend any third-party lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its Contractors. If the Contractor is successful in defending such a lawsuit, then the Borough will reimburse the Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 et. seq. and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices.

19. Force Majeure

Neither the Borough or the Contractor shall be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall result from matters that would not be reasonably foreseen by a Contractor exercising reasonable due diligence and/or care.

20. Non-Discrimination

The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the Services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

21. Assignment

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

22. Remedies

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

23. Independent Contractor

Any Work to be performed by the Contractor under this Agreement is provided as an independent contractor. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the Work to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub-contractors perform the Work. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided written agreement to do so. The Contractor also hereby represents and warrants that it and any sub- contractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the Work as required pursuant to this Agreement.

24. Disputes

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the president judge of the Court of Common Pleas in and for Franklin County, Pennsylvania, will be requested to appoint such mediator. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with the Contract Documents.

25. Governing Law/Venue

This Agreement shall be construed according to, be subject to, and be governed by the laws of the Commonwealth of Pennsylvania. Any legal and/or equitable action taken involving this Agreement shall be filed with the Court of Common Pleas of Franklin County.

26. Entire Agreement

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. No modification, amendment, change or addition to this Agreement shall be binding on the parties unless reduced in writing mutually agreed to, and signed by the parties authorized representatives.

27. Successors and Assigns

The Borough and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

28. Severability

If any terms or provisions or portions thereof of this Agreement or application thereof become invalid, the remainder of said term or provision and/or portion thereof of this Agreement shall not be affected thereby; and, to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.

29. Counterparts.

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same instrument.

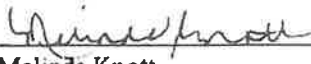
30. Effective Date.

As used herein, the "Effective Date" shall mean the later of the Borough execution date and the Contractor execution date, each of which is set forth on the signature page hereof.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused these present to be executed by their duly authorized officials.

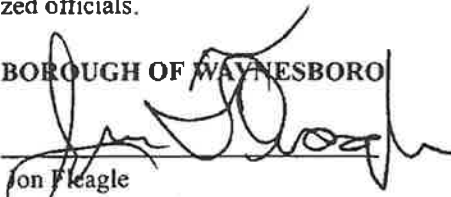
ATTEST:



Melinda Knott,
Borough Secretary

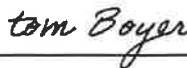
ATTEST:

BOROUGH OF WAYNESBORO



Jon Fleagle
President of Council

MOTOROLA SOLUTIONS



Tom Boyer

NON-DISCRIMINATION

During the term of the contract, the Contractor agrees as follows:

A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the 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. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.

C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discrimination employment procedures.

F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to ss 49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it

shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

_____ Contractor or _____ Subcontractor

Contracting Public Body: Borough of Waynesboro

Contract/Project No _____

Project Description: Waynesboro Police Department LPR System

Project Location: _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act (the "Act") through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also verified that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

_____ Authorized Representative Signature

DUTIES OF CONTRACTOR UNDER PENNSYLVANIA PREVAILING WAGE ACT

1. The provision of the Prevailing Wage Act are hereby incorporated into and made a part of the Contract Documents.

2. Incorporated into the Contract Documents are the following requirements. These requirements shall be apply to all Work performed by the Contractor and to all Work performed by all Subcontractors.

2.1. The general prevailing minimum wage rates including contributions for employee benefits as they have been determined by the Secretary must be paid to the workmen employed in the performance of the Contract. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates. A copy of the applicable wage rates, and accompanying Notes, are included at the end of this Section.

2.2. The Contractor shall pay such workmen no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this Section.

2.3. These provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all Subcontractors.

2.4. The Contractor shall insert in each of his Subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

2.5. No workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

2.6. All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any Contractor, Subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

2.7. The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such

place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

2.7.1. Name of project.

2.7.2. Name of public body of which it is being constructed.

2.7.3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

2.7.4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

2.7.5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

2.8. The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract and the Secretary or his duly authorized representative.

2.9. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

2.10. Wages Shall be paid without any deduction except authorized deductions. Employers not parties to a Contract requiring contributions for employees benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

2.11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

2.12. Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the Borough, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions if any wages remain unpaid to set forth the amount of wages due and owing to each workman, respectively.

3. Contractor and all Subcontractors are required to file weekly wage certifications with the Borough. Copies of approved forms are attached.

4. Before final payment is made, Contractor and all subcontractors are required to submit final wage certifications.

