

**WINNEBAGO COUNTY
PURCHASE OF SERVICES AGREEMENT**

RE: BI-FUEL PROPANE/GASOLINE SYSTEM

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and **Alternative Fuel Supply**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the CONTRACTOR for the purpose of ***Conversion to bi-fuel vehicles and providing propane***; and

WHEREAS the CONTRACTOR whose address is 1300 E. Woodfield Rd, STE 460, Schaumburg, IL 60173, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONTRACTOR do agree as follows:

1. **TERM**: The term of this Agreement shall commence as of the **date of this agreement and shall terminate six (6) years after the above referenced date**, unless sooner agreed upon by the parties. In any event, the CONTRACTOR shall complete its obligations under this Agreement not later than six (6) years and one (1) month from the date of this agreement, and upon its failure to do so, the COUNTY may invoke the penalties set forth in the RFP, or Schedule A. The COUNTY shall not be liable for any services performed by CONTRACTOR other than during the term of this Agreement.

2. **SERVICE TO BE PROVIDED**: CONTRACTOR agrees to provide the services detailed in the request for proposals (RFP# SH04-16 including addenda), in the CONTRACTOR's response thereto and on the attached Schedule A, incorporated herein by reference. In the event of a conflict between or among the RFP, response, and/or the terms of Schedule A, it is agreed that the terms the RFP and this Purchase of Services Agreement, to the extent of any conflict, will be controlling.

3. **ASSIGNMENT:** CONTRACTOR shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications.
4. **TERMINATION:** If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Agreement or, if, the CONTRACTOR shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the CONTRACTOR of such termination, and shall specify the effective date thereof. There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, or Schedule A.
5. **UNFINISHED WORK:** In the event the COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the CONTRACTOR under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off.
6. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
7. **TERMS OF PAYMENT:** The COUNTY will pay the CONTRACTOR for all the aforementioned work the sum of **the cost of the propane used in accordance with Exhibit C in Schedule A** upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31st must be invoiced

to COUNTY by January 31st of the subsequent year or the invoice will be subject to a 10% deduction for late billing.

8. **WISCONSIN LAW CONTROLLING**: It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
9. **ARBITRATION**:
- A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - 3) Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.

- 7) The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.
10. **CONTRACTOR EFFICIENCY**: CONTRACTOR shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the CONTRACTOR agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **CONTRACTOR**: CONTRACTOR shall not subcontract any work pursuant to this Agreement without the prior written consent of COUNTY. CONTRACTOR shall maintain a written list of all subcontractors and suppliers performing labor or supplying materials under this Agreement and shall make the list available to COUNTY upon request. COUNTY, at its option, may make direct payments to subcontractors for various services performed pursuant to this Agreement or, alternatively, may issue a two-party check to CONTRACTOR and his subcontractors.
12. **CONTRACTOR**: CONTRACTOR shall comply with any bonding requirements, which may be applicable pursuant to § 779.14(lm), Wis Stats.
13. **CONTRACTOR**: CONTRACTOR shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvements or performing any public work pursuant to this Agreement. Failure to comply with this provision, if applicable, may subject CONTRACTOR to criminal penalties pursuant to §§ 779.16 and 943.20, Wis Stats.
14. **CONTRACTOR EMPLOYEES**: CONTRACTOR agrees to secure at CONTRACTOR's own expense all personnel necessary to carry out CONTRACTOR's obligations under this Agreement. Such personnel shall not be deemed to be employees of the COUNTY nor have any direct contractual relationship with the COUNTY.
15. **DELIVERY BY MAIL**: Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set. It shall be

the duty of a party changing its address to notify the other party in writing within a reasonable time.

16. **HOLD HARMLESS**: At all times during the term of this Agreement, CONTRACTOR agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the CONTRACTOR furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.

17. **INSURANCE**:

- A. Prior to commencing work, CONTRACTOR shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
- 1) **Workers' Compensation**: (Statutory) In compliance with the Compensation law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal InjuryIf excavating, underground, or collapse is involved, the limits of liability stated above shall be changed to \$2,000,000. If Asbestos is involved, the limits of liability stated above shall be changed to \$5,000,000.
 - 3) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage, and shall include coverage for all of the following:

- a) Owned Automobiles
- b) Hired Automobiles
- c) Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

The Winnebago County Department(s) involved shall be listed under "**Description of Operations.**"

C. Such insurance shall include under the **General Liability and Automobile Liability Policies** Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"

D. CONTRACTOR shall require subcontractors, if applicable, to furnish identical Certificates of Insurance to the Winnebago County Insurance Administrator prior to the contract taking effect.

E. Such Certificates of Insurance shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
WINNEBAGO COUNTY COURTHOUSE
PO BOX 2808
OSHKOSH WI 54903-2808

All such notices will name the CONTRACTOR and identify the project.

The Winnebago County Insurance Administrator must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

or email to: dpetraszak@co.winnebago.wi.us.

18. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by the COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the CONTRACTOR, and the making of any such payment by the COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of the

COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.

19. **DISCRIMINATION**: During the term of this Agreement, the CONTRACTOR agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employments, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
20. **AFFIRMATIVE ACTION**: CONTRACTOR may be required to file an Affirmative Action Plan with the COUNTY if the CONTRACTOR receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and CONTRACTOR has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
21. **EQUAL OPPORTUNITY EMPLOYER**: CONTRACTOR shall, in all solicitations for employment placed on CONTRACTOR's behalf, state that CONTRACTOR is an "Equal Opportunity Employer."
22. **COMPLIANCE INFORMATION**: CONTRACTOR agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
23. **CONTRACTOR'S LEGAL STATUS**: CONTRACTOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of CONTRACTOR's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. CONTRACTOR

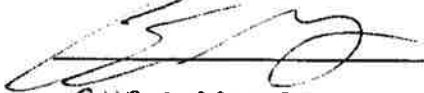
Winnebago County Purchase of Services Agreement

shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the CONTRACTOR's legal status.

24. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement and its Schedules as of the day and date first set forth above.

FOR THE CONTRACTOR:



CHRIS ARWADY
ALTERNATIVE FUEL SUPPLY
MANAGING MEMBER

FOR WINNEBAGO COUNTY:

Mark L Harris
Winnebago County Executive

Susan T Ertmer
Winnebago County Clerk

REGISTERED AGENT:

Name

Address

City/State/Zip

Drafted by:
John A Bodnar
Corporation Counsel for
Winnebago County

lls
Revised: 2/2012

SCHEDULE A

PROPANE SUPPLY AGREEMENT & AUTOMOTIVE CONVERSION EQUIPMENT LEASE

This Propane Supply Agreement and Automotive Conversion and Equipment Lease for Propane Autogas ("Agreement") is between Alternative Fuel Supply, LLC, (the "Company") and Winnebago County Sheriff's Dept, Oshkosh, WI ("Customer") and will be in effect for a minimum of Six (6) years from the date it is signed by the Customer.

In consideration of the mutual promises set forth herein, and good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Equipment. The Company agrees to install and to lease to Customer at Customer's delivery address the propane automotive conversion units to be installed on Customer's vehicles listed in Attachment Exhibit "A". The Equipment making up the propane automotive conversion units together with all replacements, repairs, substitutions, additions and accessories (collectively referred to as "Equipment") will be of size, make and model that Company, in its sole judgment, deems necessary and appropriate for Customer's business operations. Customer shall be liable for all loss of and damage to the Equipment while in Customer's possession, normal wear and tear excepted. Any Equipment that is lost or damaged during the term will be billed to Customer at replacement cost. Company may replace the Equipment at any time with no changes in the obligations of this Agreement. If by request from the Customer the Company replaces the Equipment with additional equipment or equipment with different make model or capacity, the annual lease charges shall be adjusted to reflect those additions or changes and added to the amount(s) that are currently being charged for the Equipment.

2. Propane Supply and Price. The monthly price for propane is outlined on Attachment Exhibit "C" which Exhibits are incorporated into this Agreement. Customer will purchase from the Company all of the propane Customer requires for use of the equipment, during the term of this Agreement. FOR SAFETY AND OTHER REASONS, CUSTOMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE EQUIPMENT.

3. Services to Be Performed by Company. The Company shall supply a centrally located fueling station(s) to be used by the customer to fuel its vehicles as described on Exhibit "B" for the term of this agreement. Should circumstances change throughout the term of this agreement that cause the fueling station to be relocated, the Customer and the Company shall mutually agree on the new location.

4. Equipment Lease Fees, Fees and Taxes. Customer will pay to Company an amount per

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gallon which includes the cost of propane, the price per gallon for the lease/use of the Equipment and the price of current State Fuel Motor Vehicle Taxes and other fees now in effect (See Schedule Exhibit "C"). The Company has set forth in Schedule "C" the amount of taxes the Company believes are currently applicable to the Customer based upon information collected by the Company. If the aforementioned information provided by Customer was not correct or if the taxes or fees currently set forth in Schedule "C" increase, the Customer agrees to pay Company any increase in such taxes or fees as well as any additional taxes and licenses, permit or inspection fees associated with the sale or use of the propane and the Equipment covered by this Agreement. The weekly price per gallon to be paid by Customer for the purchase of propane will be based upon the published cost of gasoline per gallon charged to the consumer at the station location on Exhibit "C" less \$0.50. An example of the calculation of the weekly price per gallon for propane to be paid by Customer is outlined on Exhibit "C"

5. Payment Terms. Payment for all propane delivered and all additional charges shall be due and payable within twenty (20) days of receipt, or, if the customer is a municipality, no later than 5 days after the next council meeting authorizing payment of expenditures. Should Customer fail to pay any amount when due, Company may add a late charge of 1-1/2% per month to all past due balance. If the Customer shall become PAST DUE, Company shall have the right to require payment in advance or other assurance of payment satisfactory to Company in its sole discretion, before making further deliveries. In the event of litigation under this Section, in addition to any other award, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

6. Title to Equipment. All Equipment leased by the Company to Customer will remain the property of the Company and shall not become a fixture or a part of Customer's real property during the term on this agreement. Customer will not, nor will it allow anyone other than Company, to make any adjustments, connections or disconnections to the Equipment or remove the Equipment without written permission from the Company. Customer shall notify the Company immediately if the Equipment is damaged, appears defective, malfunctions, or if Customer experiences any problems with the Equipment. The Customer shall be responsible for normal maintenance of the Equipment and shall keep the equipment in good working order during the term of this agreement. The Company shall provide warranty service parts and labor for any defective part during the term of this agreement.

7. Access to Equipment. The Dispensing Equipment shall be designed to service the Customer and the Company's other propane customers. Customer grants the Company the irrevocable right to enter Customer's premises with advance notice, as described in this paragraph, to deliver and dispense propane or to install, repair, service, or remove any or all of the Equipment, or to perform any other services that the Company deems necessary under this

SCHEDULE A

Agreement. Customer agrees to provide safe, free and unimpeded access to the Dispensing Equipment, including but not limited to access that is free of ice, snow, water, mud, debris and other hazards. Customer acknowledges that failure to ensure safe and unimpeded access to the Equipment may cause an interruption in service. The Customer agrees that the Company shall contact Customer 24 hours in advance to request access to the Equipment for repairs except in cases of emergency where no notice shall be given.

8. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY CUSTOMER AS A RESULT OF THE TEMPORARY EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE.

9. Indemnification. Customer and Company agree to mutually indemnify, defend, and hold each other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of Customer, its agents or employees.

10. Rebates. Company shall apply on behalf of the Customer for all applicable grants and rebates relating to the conversion of the Customer's vehicles. 50% of awarded grants and rebates shall be assigned to the Company as a reduction of capital cost, which shall reduce the cost of propane fuel proportionally for the balance of the agreement period, while the remaining 50% will be awarded directly to the Customer.

11. Insurance. The parties will maintain comprehensive general liability insurance in the amount not less than \$1,000,000 combined single limits, naming the other as an additional insured. Customer will maintain worker's compensation coverage in the amount required by law. The parties shall furnish a certificate of insurance evidencing all required coverage and status as an additional insured. All such policies of insurance shall provide the insurance coverage thereunder shall not be reduced or cancelled or otherwise changed prior to the 30th day following the delivery by the insurer of a written notice of such action to the Customer and Company. The coverage under Customer's policies of insurance shall be primary to any other insurance maintained by Company that may be in effect. The failure by Customer or Company to request proof of such insurance shall not constitute a waiver of Customer's obligation to maintain such insurance.

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12. Termination. The Company may terminate this Agreement at any time and without prior notice or take such other action as may be permitted by law if there are safety concerns that cannot be remedied after consultation between the parties. At the termination of the Agreement, Customer agrees to promptly pay all outstanding installation, propane cost, lease fees, late charges and other amounts due to the Company.

13. Excused Performance. The Company shall not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fires, storms, floods, wars, hostilities, terrorism, compliance with laws or regulations, or other similar causes. Under any of these circumstances, the Company may in its sole discretion allocate propane and equipment among its customers.

14. Restoration of Property. This paragraph has been intentionally deleted.

15. Assignability. Customer may not assign this Agreement without the prior written consent of the Company. The Company may assign or pledge this Agreement as collateral without notice to or consent of Customer.

16. Training. The Company shall provide initial training to the Customer under the guidelines set in the PERC Training Manual PRC 009432 attached as Exhibit "D". The Customer will properly train each of its employees who handle propane or use the Equipment as to how to safely use propane and propane equipment and fill vehicles. Customer will not allow anyone to handle or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with signed Certificates of Training included in PRC 009432 for each employee that will handle propane. Additionally Customer shall supply Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result.

17. Modifying the Agreement. This Agreement is the final understanding between the parties and may not be modified orally. Any attempt by Customer or Company to enforce a prior representation or warranty, whether it was written or oral shall be null and void.

18. Arbitration/Claims. Aside from credit or collection matters, Customer and Company agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to Customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither Customer nor Company

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shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Customer and Company and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. In the absence of this arbitration provision, Customer may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury. Each party shall bear its own costs and expenses in arbitration proceedings.

19. Enforceability. If any part of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and enforceable.

20. Notice. Any notice by Customer or the Company under this Agreement shall be sent by U.S. Mail, postage prepaid, to the addresses listed below:

If to the Company:

Alternative Fuel Supply LLC
1300 E Woodfield Road, Suite 460
Schaumburg, IL 60173
Attn: Susan J. Arwady

If to Customer:

Winnebago County Sheriff's Dept.
4311 Jackson St.
Oshkosh, WI 54901
Attn: Capt. Mark Habeck

With copy to:

21. Waiver. If the Company or Customer delays in exercising any of its rights under this Agreement, the Company or Customer will not be prevented from exercising its rights at a later date. The waiver of any breach of this Agreement at any time shall not excuse future breaches.

SCHEDULE A

22. Authority to Sign. The undersigned individuals warrant that each is a representative of his or her respective party and has been duly authorized and empowered to execute this Agreement on behalf of the party they represent.

23. Survival. All covenants, conditions and indemnification contained in this Agreement which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, shall survive.

24. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with laws of the State of Illinois. The language of this Agreement shall in all cases be construed as a whole according to its fair meaning and shall not be strictly construed for or against either party.

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Schedule Exhibit "A"
Winnebago County Sheriff's Dept.

Information for Automotive Conversion Kits

Vehicle #	Year	Make	Model	VIN	Current Mileage
1	2015	Ford	EXPEDITION	NEED VIN	47,072
10	2014	Ford	EXPLORER	NEED VIN	56,259
12	2014	Ford	EXPLORER	NEED VIN	44,796
3	2015	Ford	EXPLORER	NEED VIN	44,741
8	2015	Ford	EXPLORER	NEED VIN	45,417
14	2015	Ford	EXPLORER	NEED VIN	23,826
18	2015	Ford	EXPLORER	NEED VIN	56,724
23	2015	Ford	EXPLORER	NEED VIN	44,201
24	2015	Ford	EXPLORER	NEED VIN	46,069
29	2015	Ford	EXPLORER	NEED VIN	28,503
32	2015	Ford	EXPEDITION	NEED VIN	10,319
4	2016	Ford	EXPLORER	NEED VIN	77
5	2016	Ford	EXPLORER	NEED VIN	78
6	2016	Ford	EXPLORER	NEED VIN	74
11	2016	Ford	EXPLORER	NEED VIN	72
22	2016	Ford	EXPLORER	NEED VIN	74
28	2016	Ford	EXPLORER	NEED VIN	78
34	2016	Ford	EXPLORER	NEED VIN	71

Schedule Exhibit "B"
Winnebago County Sheriff's Dept.

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Propane Dispensing System Location

Agreed Location:

Winnebago County Sheriff's Dept.
4311 Jackson St.
Oshkosh, WI 54901

Near southwest corner of property, opposite evidence garage
Final layout conditional upon approval of Wisconsin State Fire Marshal



Exhibit C: Current Baseline Gasoline Pricing

SCHEDULE A

Winnebago County Sheriff's Dept.

Retrieved Sep. 22, 2016

Municipal per-gallon gasoline price is based on the cost of one gallon of regular unleaded gasoline at the Mobil location listed below, less federal motor fuel tax of \$0.184 and Wisconsin state sales tax of 5% (calculated with inclusion of federal MFT but not state MFT of \$0.309).

Current Gasoline Cost: \$2.169 - \$0.184 - \$0.093 = \$1.892

AFS Floating-Rate Propane Cost is set at \$0.50 less than the Current Gasoline Cost at the location listed below. Pricing is automatically updated weekly and includes all applicable federal, state, and local taxes. Propane pricing will be locked at a max rate of \$2.50/gallon.

AFS Floating Propane Cost for Week of September 22, 2016: \$1.392

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Mobil

5171 Jackson St
US-41
Oshkosh, WI 54901
Phone: 920-966-1022
[Map](#)

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Regular	Midgrade	Premium	Diesel
2.17 5h ago BEMY0321	--	--	2.39 1d ago hughes

Features

[Update Station Features](#)

- Convenience Store
- Pay at Pump
- Restrooms
- ATM/Bank Machine
- Open 24 hours/day



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Exhibit "D"
PERC Training Manual PRC 009432