



AUTOCAR ACX FLEET SERVICE AGREEMENT

1. PARTIES

The parties to this Agreement, dated as of the Effective Date, are

- a. Autocar, LLC, 551 South Washington Street, Hagerstown, Indiana 47346, a manufacturer of ACX truck chassis ("Autocar"), and
- b. Lexington-Fayette Urban County Government
669 Byrd Thurman Dr. Lexington, Ky. 40510,
an owner, lessee and/or operator of Autocar ACX trucks ("Fleet").

PURPOSE

Autocar and Fleet recognize Fleet can reduce its operating costs by leveraging its assets and performing certain repairs on Fleet Vehicles at its Fleet Repair Facilities. Autocar wishes to support Fleet's efforts to perform repairs on Fleet Vehicles by providing technician training, technical support, warranty reimbursement, service and replacement parts, and other benefits detailed in this Agreement.

2. DEFINITIONS

Capitalized terms have the following meanings:

- a. Agreement: This Autocar ACX Fleet Service Agreement.
- b. Autocar: The entity described in Section 1(a) above.
- c. Autocar's Limited Warranty: The terms and conditions detailed in the chassis limited warranty certificate Autocar provides to purchasers of its chassis.
- d. Autocar Website: A website maintained by Autocar at www.autocartruck.com and containing policies, information and applications relevant to the Agreement.
- e. Effective Date: The last date shown on the signature page of the Agreement.
- f. Fleet: The entity described in Section 1(b) above.
- g. Fleet Repair Facilities: Truck repair facilities owned or leased by Fleet, listed on Exhibit A to this Agreement.
- h. Fleet Vehicles: Autocar ACX cab and chassis owned, leased and/or operated by Fleet as trucks, listed on Exhibit A to this Agreement.
- i. Services: Warranty, service campaign and recall repairs performed by Fleet on Fleet Vehicles at Fleet Repair Facilities.

3. BENEFITS AND OBLIGATIONS



a. TERM and TERMINATION OF AGREEMENT

- i. Either Autocar or Fleet may terminate this Agreement with 60 days' written notice sent by certified mail to the other party's address in Section 1 above.

b. FLEET REPAIR FACILITIES

- i. Fleet has established the Fleet Repair Facilities listed in Exhibit A. At each Fleet Repair Facility, Fleet has domiciled the Fleet Vehicles listed in Exhibit A. If Fleet wishes to have this Agreement apply to any additional Fleet Repair Facility or Fleet Vehicles, or both, it will advise Autocar. If Autocar agrees to have this Agreement apply to additional Fleet Repair Facilities and Fleet Vehicles, Autocar will add Fleet Repair Facility and Fleet Vehicle information to Exhibit A.
- ii. Each Fleet Repair Facility will have the tools and equipment listed on Exhibit B. Autocar reserves the right to add or remove items from Exhibit B, and Autocar may also from time to time make available special tooling and equipment for specific repair processes. Fleet will either purchase such special tooling or have such specific repair processes completed by an authorized Autocar distributor or service center. Autocar may notify Fleet of specific warranty or campaign repairs that are to be performed only by authorized Autocar distributors and service centers.
- iii. Fleet will maintain all required licenses, permits and certifications for the conduct of Services at Fleet Repair Facilities and act in compliance with applicable laws during the term of this Agreement. Such compliance will include, without limitation, if Fleet stores or dispenses Compressed Natural Gas (CNG) or Liquid Natural Gas (LNG) or if Fleet works on CNG or LNG vehicles, Fleet's compliance with applicable codes, regulations and standards, including National Fire Protection Association (NFPA) codes, Society of Automotive Engineers (SAE) standards, American National Standards Institute (ANSI) standards, Natural Gas Vehicle (NGV) standards, the United States Code of Federal Regulations (CFR), or Canadian equivalents, if Fleet Repair Facilities are located in Canada, and Fleet's state, provincial and local fire and other applicable codes.
- iv. Fleet will allow Autocar representatives to visit and evaluate current, future and prospective Fleet Repair Facilities from time to time to ensure that they meet industry standards and to support Fleet in performing Services, if Autocar deems necessary.

c. AUTOCAR LIMITED WARRANTY AND FLEET WARRANTY REGISTRATION

- i. Autocar's Limited Warranty Certificate will be furnished with each new Fleet Vehicle delivered.



- ii. Fleet will either complete warranty registration online through the Autocar Warranty System, or will provide a signed warranty registration form to Autocar, including the in-service date and location information, for each Fleet Vehicle.

d. FLEET CONDUCT OF SERVICES

- i. Fleet will allow only those service personnel who meet or exceed industry standards for maintenance experience and training to perform Services.
- ii. Autocar will offer online service training appropriate to perform Services on Fleet Vehicles to Fleet's service personnel through the Autocar Website at no cost to Fleet. Autocar will certify which Fleet service personnel have completed Autocar's service training modules. Autocar reserves the right to update training requirements at any time.
- iii. Within ninety (90) days of the Effective Date, Fleet will have any of its service personnel intended to perform Services complete Autocar's service training curriculum for Fleet Vehicles and obtain Autocar's certification, with a minimum of one of its service personnel per shift. Thereafter, Fleet will maintain current Autocar training certification for all service personnel performing Services. ***Fleet acknowledges that it will not be eligible for warranty reimbursement pursuant to this Agreement if it does meet the requirements of this paragraph.***
- iv. After no more than one hour of diagnostic activity, and prior to attempting any Services, Fleet will contact Autocar through the Autocar Solutions® application accessible on the Autocar Website. Fleet will perform the Services on Fleet Vehicles in accordance with the instructions provided from Autocar Solutions® personnel. ***Fleet acknowledges that it will not be eligible for warranty reimbursement pursuant to this Agreement if it does meet the requirements of this paragraph.***
- v. No later than 24 hours after a Fleet Vehicle taken out of service due to needed Services is returned to service, Fleet will contact Autocar through the Autocar Solutions® application to notify Autocar at what date and time the Fleet Vehicle was returned to service.
- vi. Autocar will reimburse Fleet for Services performed at the rate of \$85.00 per hour on a single-rate national basis for all Fleet Repair Facilities and in accordance with the Autocar's published standard repair times for specific labor operations. If there is no applicable standard repair time, reasonable justifiable time will be allowed if properly documented in the explanation section. Services must be documented by repair orders. Fleet can submit its warranty claims through the Autocar Warranty System application on the Autocar Website, subject to the terms of Autocar's current Warranty Administration Manual published on the Autocar Website. Claims submitted by Fleet will be paid by



check to the address designated by Fleet on Exhibit A within 30 days of claim approval.

- vii. Fleet will use only genuine Autocar replacement parts to perform the Services on Fleet Vehicles and will obtain such parts by contacting Autocar Solutions®. In exchange for Autocar's free shipment of parts needed for Services directly to Fleet, Fleet agrees to purchase its non-warranty Autocar parts needs from Autocar's parts affiliate, JIT Parts. Autocar will reimburse Fleet for genuine Autocar replacement parts used for Services purchased from Autocar or its parts affiliate. Autocar will reimburse Fleet at Fleet's acquisition price, provided such price does not exceed Autocar's suggested fleet price.
- viii. Autocar may request the return of replaced parts for technical analysis and/or warranty cost recovery. Fleet will hold all replaced parts for 90 days before disposal. Upon request from Autocar, Fleet will promptly return replaced parts. If Fleet fails to return such replaced parts pursuant to Autocar's request, Autocar will not reimburse Fleet for the cost of replacement parts, labor, towing or other related costs.

4. GENERAL TERMS AND CONDITIONS

- a. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior discussions and agreements. No amendment, modification or waiver of this Agreement, or any of its provisions, nor any representation, promise or condition relating to this Agreement will be binding unless in writing and signed by both parties.
- b. This Agreement will be construed and enforced in accordance with the internal laws, and not the law of conflicts, of the Commonwealth of Kentucky.
- c. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single agreement. Facsimile signatures will be deemed valid and binding to the same extent as original signatures.



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below.



AUTOCAR AUTOCAR, LLC	FLEET Lexington-Fayette Urban County Government
James M. Johnston	Authorized Signer Name: Dave Toombs
President	Title: Fleet Maintenance Director
Signature: 	Signature: 
Acceptance/ Effective Date: 10/10/2018	Date: 10-8-18



EXHIBIT A
FLEET REPAIR FACILITIES, FLEET VEHICLES, PAYMENT ADDRESS, AUTOCAR FIELD SERVICE REPRESENTATIVE TIME

1. This AUTOCAR ACX FLEET SERVICE AGREEMENT between AUTOCAR, LLC and CITY OF LEXINGTON applies to the following Fleet Repair Facilities and to the Fleet Vehicles listed as domiciled at each Fleet Repair Facility:

Fleet Identifying Code or Name for Fleet Repair Facility	Autocar Site Code	Fleet Repair Facility Street Address	Fleet Repair Facility City State and Zip Code	Main Contact Person at Fleet Repair Facility (Name and e-mail)	Fleet Vehicle VINs Domiciled at Fleet Repair Facility	Date Added to Exhibit A
		669	Lexington	Dave	SUGACLD	
		Byrd	Ky.	Toombs	F6KC 227600	
		Thurman Dr.	40510	dtoombs e	F8KC 227601	
				lexingtonky.gov	F9KC 227602	
					F1KC 227598	
					F3KC 227599	

2. All payments made by Autocar to Fleet pursuant to this Agreement shall be directed to:

CUSTOMER ADDRESS OR LOCKBOX INFORMATION:

LFully 669 Byrd Thurman Dr. Lexington, Ky. 40510
Att: Dave Toombs

EXHIBIT B

Each Fleet Repair Facility will have available to it the following tools required for Autocar warranty repairs:

1. A/C machine capable of evacuating, recharging, recycling, measuring and troubleshooting R-134 systems
2. Carbon pile load tester for charging system
3. Volt /ohm meter (10 mega-ohm impedance)
4. Packard & Deutsch replacement pins as well as removal and crimping tools
5. $\frac{3}{4}$ " torque wrench capable of torquing to a maximum of 500 lbs.
6. $\frac{3}{4}$ " or 1" impact gun
7. 1-1/2" hex and 13/16" square sockets for stud piloted wheels
8. 1-5/16" socket for hub piloted wheels
9. Complete set of impact sockets
10. 1" through 2" spindle nut sockets for Meritor and Dana axles
11. Laptop computer, software, cables and communication interfaces required to troubleshoot Cummins, Allison, Bendix and Wabco ABS
12. Steering system pressure and flow analyzer
13. Transmission jack
14. 20-ton hydraulic floor jack
15. (6) 10-ton jack stands
16. Wheel seal installation tools including wheel dolly
17. Non-contact digital thermometer
18. Smart phone with digital camera, voice and video capabilities, and ability to download and use the "Tango" mobile messaging application (www.tango.me)
19. Computer with high- speed Internet access and Microsoft Internet Explorer 7.0 (or higher)
20. E-mail address
21. Document scanner.