CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

CYPRESS SOLUTIONS, INC.

This AGREEMENT, dated 2/14/2020, is made and entered into by and between the Metropolitan Area Planning Council ["MAPC"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for all Commonwealth of Massachusetts Government Agencies and Authorities, and the municipalities of Ashland, Boston, Braintree, Brookline, Cambridge, Hanover, Hingham, Lexington, Milton, Natick, Newton, Norwell, Pembroke, Scituate, Sommerville, Wakefield, Wellesley and Westwood, on behalf of the 101 municipalities of the MAPC Region and their municipal subdivisions ["Buyers"], pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to MAPC, and Cypress Solutions, Inc. ["Vendor"], with its principal office at 3066 Beta Avenue, Burnaby, British Columbia, V5G 4K4.

Witnesseth that the parties AGREE as follows:

Article I

General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals ["RFP"] – RFP No. attached in Exhibit B; and the Vendor’s Price Proposal and Technical Proposal attached in Exhibit F, MAPC hereby engages the Vendor to provide the following goods and/or services to the AVL with GPS Systems, Equipment and Services.

Article II

Services of the Vendor

2. The Vendor will provide the goods and/or services as described in the RFP cited in Article 1 (above).

3. The Vendor shall report, and be responsible, to MAPC or its designee as set forth on Exhibit A.

4. There shall be no amendment to this AGREEMENT without the written approval of MAPC. MAPC shall be under no obligation to pay for any goods provided or services performed by the Vendor.

5. The Vendor represents and warrants to MAPC as follows:
i. That it and all its personnel (whether employees, agents or independent **Vendors**) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.

ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

**Article III**

**Performance of the Vendor**

6. In the performance of service under this AGREEMENT, the **Vendor** acts at all times as an independent contractor. There is no relationship of employment or agency between **MAPC**, on the one hand, and the **Vendor** on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent **Vendor** relationship.

7. The **Vendor** agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ("RFP") – RFP No. attached in Exhibit B; and the **Vendor's Price Proposal and Technical Proposal attached in Exhibit E. The **Vendor** may not use subcontractors not named in Exhibit D without the prior written consent of **MAPC**, which will not unreasonably be withheld.

**Article IV**

**Time of Performance**

8. Time shall be of the essence in relation to **Vendor's performance** under this AGREEMENT. **Vendor** shall complete performance as promised in its quote that accompanies the **Buyer's purchase order** or other document confirming its authorization to the **Vendor** to proceed. Reasonable extensions shall be granted by the **Buyer at the written request of the **Vendor**, provided the justifying circumstances are documented by and are beyond the reasonable control of **Vendor** and without fault of **Vendor**. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

9. In the absence of such an extension, liquidated damages shall be due the **Buyer** in the amount of 0.1% (one-tenth of one percent) of the face value of the **Vendor's quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in **Vendor's final invoice or taken by **Buyer as a deduction to such final invoice.

10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either **Buyer or Vendor** through the American Arbitration Association within 10 (ten) business days of
written notice given by the party declaring impasse. Vendor and Buyer agree to fully comply
with the arbitrator's decision within a reasonable time.

Article V

Revisions In the Work to Be Performed

11. If during the Vendor's Time of Performance, Buyer requires revisions or other changes to be
made in the scope or character of the work to be performed, Buyer will promptly notify Vendor
in writing. For any changes to the scope of work, Vendor shall provide Buyer with a written
quote of change in price and/or change in time of performance and shall proceed with such
changes only upon written consent of Buyer, which shall be construed as a modification to
Buyer's original purchase order.

12. Buyer will neither unreasonably request revisions nor unreasonably withhold final acceptance
of delivered products.

Article VI

Term of Agreement

13. The term of this AGREEMENT shall commence upon execution and will continue until
December 31, 2020, or until otherwise terminated as provided by this AGREEMENT or the RFP.

14. MAPC reserves the right at its sole discretion to extend the contract for up to two (2) additional
one-year terms ending December 31, 2021 and December 31, 2022 respectively.

15. In the event new contracts have not been procured and awarded before the end of a 2nd
contract extension, MAPC reserves the right at its sole discretion to extend the contract for an
additional period of time until new contracts have been procured and awarded. However, in no
instance shall any contract term, including extensions, exceed three (3) years in total.

16. The Vendor agrees to perform promptly upon execution of this AGREEMENT and will diligently
and faithfully perform in accordance with the provisions hereof.

Article VII

Orders, Fees, Invoices, and Payments

17. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 10.10
- Section 10.14 Terms & Conditions of the RFP.

Article VIII

Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights
hereunder or otherwise delegate any of its duties hereunder without the prior written consent
of the other party. Any such attempted assignment or other disposition without such consent
shall be null and void and of no force and effect.
Article IX

Indemnification

19. The Vendor agrees to indemnify and save MAPC and the Buyers harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the Vendor. The Vendor shall reimburse MAPC and the Buyers for any and all costs, damages, and expenses including reasonable attorney's fees which MAPC and the Buyers pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC and the Buyers expressed or not expressed in the RFP and with respect to this AGREEMENT.

Article XI

Insurance

20. Before performing under this AGREEMENT, the Vendor shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the RFP and provide written documentation of such in the form specified in the RFP.

21. The Vendor shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XII

Termination of Agreement

22. Either MAPC or the Vendor may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.

23. MAPC shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.

24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:

25. MAPC shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination.

26. The Vendor shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

Article XIII

Entirety of Agreement

27. This AGREEMENT, together with its Exhibits, the RFP referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire
AGREEMENT between MAPC and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in Exhibit A.

28. The provisions of the RFP and the Vendor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

  Highest Priority: Amendments to Contract (if any)
  Second Priority: Contract
  Third Priority: Addenda to the RFP (if any)
  Fourth Priority: RFP
  Fifth Priority: Vendor's Proposal

Article XIV

Severability

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XV

Governing Law and Jurisdiction

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. MAPC, Vendors, and Buyers agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

Article XVI

Notice

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by MAPC relating to this AGREEMENT, its operation, or termination, shall be made only by MAPC or its designated representative identified in Exhibit A.
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For MAPC by or on behalf of to all Commonwealth of Massachusetts Government Agencies and Authorities, and the municipalities of Ashland, Boston, Braintree, Brookline, Cambridge, Hanover, Hingham, Lexington, Milton, Natick, Newton, Norwell, Pembroke, Scituate, Somerville, Wakefield, Wellesley and Westwood, on behalf of the 101 municipalities of the MAPC Region and their municipal subdivisions.

Signature
Marc Draisen
Name
Executive Director
Title

For the VENDOR:

Signature
Casey O'Neill
Name

* Affix Corporate Seal
(or mark “n/a”)
EXHIBIT A

Notice Addressees

For MAPC:
Marc Draisen
Name
Executive Director
Title
MAPC
Organization
60 Temple Place
Street Address
Boston, MA 02111
City, State, ZIP
617.933.0700
Phone
617.482.7185
Fax
mdraisen@mapc.org
e-mail

For the VENDOR:
Casey O'Neill
* Name
President.
* Title
Cypress Solutions Inc
* Organization
3066 Beta Ave.
* Street Address
Burnaby B.C.
* Street Address
V5G 4K4
* Phone
604-294-4465
* Fax
604 - 294 - 4471.
* e-mail
coneill@cyress.bc.ca.
EXHIBIT B

Request for Proposals

RFP #MAPC 2019 AVL

RFP # MAPC 2019 AVL is hereby incorporated by reference. The original RFP shall be held at the MAPC office located at 60, Temple Place, Boston, MA 02111.
EXHIBIT C

Special Terms & Conditions

1. None.

* * * * *
EXHIBIT D

Subcontractors

1.
EXHIBIT E

Other Documents:

1. Insurance Guarantee(s) (to be provided prior to contract execution)
EXHIBIT F

Vendor Proposal:

1. Vendor's Complete Technical Proposal
2. Vendor's Complete Price Proposal

* * * * * *

Vendor's Technical Proposal and Price Proposal are hereby incorporated by reference. The original documentation is held at the office of MAPC located at 60 Temple Place, Boston, MA 02111.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and conveys no rights upon the certificate holder and places no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

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<th>Company</th>
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<td>Company</td>
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<td>Company</td>
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<td>Company</td>
<td>E</td>
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INSURED'S FULL NAME AND MAILING ADDRESS

Cypress Solutions Inc.
3066 Delta Avenue
Burnaby, BC V5G 4K4

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

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<th>TYPE OF INSURANCE</th>
<th>CO LTR</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE DATE YYYY/MM/DD</th>
<th>EXPIRY DATE YYYY/MM/DD</th>
<th>LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)</th>
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| AUTOMOBILE LIABILITY | | | | | BODILY INJURY $ |
| | | | | | PROPERTY DAMAGE COMBINED $ |
| | | | | | BODILY INJURY (Per person) $ |
| | | | | | BODILY INJURY (Per accident) $ |
| | | | | | PROPERTY DAMAGE $ |

| EXCESS LIABILITY | | | | | EACH OCCURRENCE $ |
| | | | | | AGGREGATE $ |

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES

MAPC and the participating municipalities are added as Additional Insureds on the Commercial General Liability policy but only with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Per: [Signature]