



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, August 15, 2024

5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To view or participate this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To listen or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR ID:** 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make public comment, the following options are available:
Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 p.m. on the day of the meeting.

During the Meeting: When the Chair calls for public comment, members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.

5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

7. PRESENTATIONS

A. PROJECT OVERVIEW AND CONSTRUCTION SCHEDULE FOR THE GRAND HYATT SEASIDE RESORT HOTEL ON THE SEASIDE RESORT PROJECT AREA (ADOLFO GONZALEZ, PROJECT MANAGER)

B. LEGISLATIVE UPDATE (JOHN ARRIAGA, JEA AND ASSOCIATES)

C. 4TH OF JULY AFTER ACTION REPORT (POLICE CHIEF NICK BORGES AND FIRE CHIEF MARY GUTIERREZ)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM AUGUST 1, 2024

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY CONDORS CLUB

RECOMMENDATION: Approve a request from the Monterey Condors Club for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with running their youth soccer program.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY

RECOMMENDATION: Approve a request from the Village Project for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their Mae C. Johnson Education & Cultural Enrichment Academy comprehensive tutoring program.

D. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON OCTOBER 25, 2024

RECOMMENDATION: Approve a request from Seaside High School to waive fees for Public Works and Police services in the amount of \$1,010.00 for costs associated with the 2024 Homecoming Parade scheduled for October 25, 2024.

E. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR "DAY OF THE DEAD" (DIA DE LOS MUERTOS) EVENT ON NOVEMBER 2, 2024

RECOMMENDATION: Approve the fee waiver request from Palenke Arts for the use of Laguna Grande Hall and kitchen to hold their event "Dia de los Muertos Celebration (Day of the Dead)," in the amount of \$506.25, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25, and provide the City with their insurance.

F. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS NATIONAL RECOVERY MONTH

RECOMMENDATION: Approve a proclamation recognizing September as National Recovery Month in the City of Seaside.

G. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR RED CURB REQUESTS ON SONOMA AVENUE, VALLEJO STREET, AND FREMONT BOULEVARD

RECOMMENDATION: The Traffic Advisory Committee (TAC) recommends approving: 1) installation of 3 feet of red curb on both sides of the driveway approach for 926 Sonoma Avenue; 2) installation of 3 feet of red curb on both

sides of the driveway approach for 1677 Vallejo Street; and, 3) installation of 5 feet of red curb on both sides of the Francis Avenue driveway approach for 1141 Fremont Boulevard, while denying red curb for the Fremont Boulevard driveway approach serving the same property.

H. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STORM DRAIN GRATE UPGRADE PROJECT - PHASE 2, APPROPRIATING \$66,790.08 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$521,900.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$600,185.00

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Storm Drain Grate Upgrade Project - Phase 2; appropriating \$66,790.08 from the General Fund to the Project, and awarding a construction agreement to Monterey Peninsula Engineering for an amount not to exceed \$521,900.00; establishing a 15% construction contingency for a total project construction amount not to exceed \$600,185.00; and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

I. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. FOR ADDITIONAL DESIGN SERVICES FOR SAN PABLO AVENUE TRAFFIC CALMING PROJECT FOR AN AMOUNT NOT TO EXCEED \$15,500.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Parmetrix Inc. for additional design services for the San Pablo Avenue Traffic Calming Project for an amount not to exceed \$15,500.00.

J. ADOPT A RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT PIERCE FIRE ENGINE FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$1,032,072.23 FROM GOLDEN STATE FIRE APPARATUS AND AUTHORIZE STAFF TO PROCEED WITH A LEASE-PURCHASE FINANCING

RECOMMENDATION: Approve purchase of a replacement fire engine for the fire department through Golden State Fire Apparatus for the amount of \$1,032,072.23 and authorize staff to proceed with the lease-purchase of the Pierce fire engine.

K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH 4LEAF, INC. IN AN AMOUNT NOT TO EXCEED \$50,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

RECOMMENDATION: Adopt a resolution authorizing a contract with 4Leaf, Inc. in the amount not to exceed \$50,000.00 to provide building and safety services to the Building and Code Enforcement Department.

L. APPROVE A RESOLUTION APPROVING A CONTRACT FOR \$19,995.00

WITH SKY ELEMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT

RECOMMENDATION: Authorize the City Manager to sign the contract with Sky Elements for the Drone Show on October 13th 2024 not to exceed \$19,995.00.

M. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CUTINO PARK IMPROVEMENT PART 2 PHASE 1 PROJECT FOR AN AMOUNT NOT TO EXCEED \$8,877.75

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Wallace Group for additional construction management services for the Cutino Park Improvement Part 2 Phase 1 Project for an amount not to exceed \$8,877.75.

9. PUBLIC HEARING

A. FIRE STATION 2 PROJECT DESIGN UPDATE AND ADOPT A RESOLUTION CERTIFYING THE INITIAL STUDY-MITIGATED NEGATIVE DECLARATION (IS-MND), APPROVING THE FIRE STATION NUMBER 2 PROJECT AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE FIRE STATION NO. 2 PROJECT AND AUTHORIZE FILING OF A NOTICE OF DETERMINATION

RECOMMENDATION: Open a public hearing to accept public comment on the Initial Study-Mitigated Negative Declaration (IS-MND) prepared for the Fire Station No. 2 Project; certify the IS-MND, approve the Responses to Comments on the Draft IS-MND, approve the Project, adopt the Mitigation, Monitoring and Reporting Program under the California Environmental Quality Act (CEQA); and authorize filing of a Notice of Determination with the Monterey County Clerk and the State Clearinghouse.

10. BUSINESS ITEMS

A. APPROVE THE SEASIDE STARS AD-HOC COMMITTEE RECOMMENDATIONS FOR THE FIVE RECIPIENTS AND, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FMG CUSTOM CONCRETE

RECOMMENDATION: Review and approve the Seaside Stars Ad-Hoc Committee recommendations for the 2024 recipients of the stars, and staff recommendations for design, installation, and authorize the City Manager to execute the contracts with FMG Custom Concrete.

B. RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK EVENTS

RECOMMENDATION: Receive report and provide further direction to staff as necessary.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

**12. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR
COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS**

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community and report on committee assignments.

13. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

**A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE 54956.8**

Property: 705 Broadway Avenue, Seaside, CA 93955
Agency Negotiators: City Manager, et. al.
Negotiating Parties: Coldwell Banker
Under Negotiation: Price, terms of payment or both

**B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE 54956.8**

Property: The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)
Agency Negotiators: City Manager, et. al
Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside
Under Negotiation: Price, terms of payment or both

**C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE
54956.9 (D)(2)**

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 5, 2024
5:00 p.m.

disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



CITY OF SEASIDE STAFF REPORT

Item No.: 7.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Matthew Doza, Sergeant
Justin Pascone, Commander
Nick Borges, Police Chief
Mary Gutierrez, Fire Chief

DATE: August 15, 2024

SUBJECT: 4TH OF JULY AFTER ACTION REPORT (POLICE CHIEF NICK BORGES AND FIRE CHIEF MARY GUTIERREZ)

RECOMMENDATION

Receive a detailed After Action Report of the fireworks enforcement operations for the July 4, 2024 holiday period. The period covers June 28 – July 5, 2024.

BACKGROUND

The Seaside Police and Fire Department formulated an operations plan for illegal fireworks' suppression. Both departments worked closely with the Public Works Department. The operations plan included an enforcement plan, drone operations plan, updated education regarding the city ordinance change. (Seaside Municipal Code Chapter 8.32 Fireworks; Added Section 8.32.11 – Curfew for Use of Safe and Sane Fireworks – Per Ordinance No. 1014: ("The use of Safe and Sane fireworks is permitted during that period, beginning at 12:00 p.m. on June 28 and ending at 10:00 p.m. July 5 of the same year.") In addition, Police and Fire conducted a comprehensive public outreach campaign, in both English and Spanish.

The following report serves as an After Action Report regarding 2024 fireworks activity, staffing costs, enforcement actions and citations issued for illegal fireworks. Included in this report is a summary of surcharge funds collected and expenditures made by each department. The report also captures personnel overtime costs and volunteer hours.

FIRE DEPARTMENT

Safe and Sane fireworks went on sale on June 28th and concluded July 5th; all six (7) fireworks booths were inspected by the fire department prior to opening for sales and periodically checked for compliance throughout the week. All seven (7) permitted booths remained in compliance and no violations were observed.

2024 List of Permitted Fireworks Booths:

1. Monterey Condors Club
2. Seaside Aquatic Club, Inc.
3. Monterey Bay Christian Center
4. World Outreach Service Inc.
5. Iglesia Vida, Camino, Verdad of the Assemblies of God
6. The Village Project
7. Recognizing Military Service Center (RMSC)

On the Fourth of July, the fire department staffed one additional engine company for 24 hours.

The Seaside Fire and Police worked with Salinas Fire to utilize their Command Van as an incident command post for drone deployment operations on the evening of July 4.

See the Police narrative regarding the use of Drone Team volunteers.

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The Seaside Fire and Police worked with Salinas Fire to utilize their Command Van as an incident command post for drone deployment operations on the evening of July 4.

See the Police narrative regarding the use of Drone Team volunteers.

The Fire Department responded to six (6) emergency calls related to fireworks June 28-July 5. The Fire Department responded to eighty-one (81) calls for service during that period.

June 28 – July 5	Total Calls for Service	Fires caused by Fireworks	Medical calls caused by Fireworks
2021	62	4	0
2022	97	4	0
2023	76	11	1
2024	81	6	0

Fireworks related calls include:

Including fireworks related calls before June 28 and after July 5.

**Two additional illegal fireworks related calls were added to this report outside the reporting period. (6/18 and 7/7)

1. **Vegetation fire:** 5200 Coe Avenue – 15'x3' dry grass due to illegal fireworks.
****6/18**
2. **Report of structure fire:** Elm Avenue – Illegal fireworks landed on the roof a house. No fire or damage. ****6/23**
3. **Debris fire:** Yosemite Street – Burning pile of fireworks near a vehicle. 7/1
4. **Vegetation fire** – Cielito Court and Rousch Avenue – Small vegetation lit by illegal fireworks. 7/4
5. **Debris fire:** 1560 Canyon Del Rey Boulevard. Large amount of firework debris left behind – 7/4
6. **Dumpster Fire:** 1560 Canyon Del Rey Boulevard. Fire inside a dumpster from a bag of illegal fireworks –****7/7**

POLICE DEPARTMENT

The City of Seaside authorized legal "Safe and Sane" fireworks, which were limited to use within the city limits between 10:00 a.m. to 10:00 p.m. through July 5, 2024. Illegal fireworks were and have always been prohibited. Each year the City of Seaside

experiences a high volume of illegal fireworks activity.

Similar to last year, the Police Department utilized three drones to obtain video of fireworks violations and issue criminal citations, in accordance with Seaside City Ordinance 8.32.190.

Public Works set out electric signboards on Seaside city roadways warning the community that fireworks are dangerous, illegal, and use of them would be strictly enforced. \$1,000 fines for illegal firework possession.

From June 28, 2024, through July 5, 2024, the Police Department implemented special enforcement teams, on an overtime basis, to patrol and enforce laws regarding the use of illegal fireworks. These teams include undercover officers, fully marked patrol units with uniformed officers, and drone teams. Non-sworn Police Department staff answered fireworks related calls coming into the Records Division Firework Hotline phone number. Non-sworn Police Department staff also answered tips sent to the crime tip website. The call and tip information was forwarded to on-duty police officers in order for them to respond to locations where the reported illegal firework activity was occurring.

On July 4th from 6:00 p.m. to 11:30 p.m. Seaside police were dispatched to 92 calls for service which came into the County Communications Center. There were 140 calls for service which came into the Seaside Records Division. In addition to the firework calls for service, officers had multiple arrests unrelated to illegal fireworks.

July 4th Data 2024:

Arrested: 6

Administrative Citations: 56

Criminal Citations: 0

Fireworks collected as evidence: 0

Fireworks confiscated: Approximately 360lbs

Calls For Service into Dispatch Center: 92 (7 additional loose dog calls)

Calls for Service into Seaside Records: 140

Comparison Data - Firework CFS for 2021, 2022, 2023, 2024

Firework Calls For Service to County Communications Center:

Fireworks	2021	2022	2023	2024
July 2nd	13 to Dispatch/15 to Hotline			
July 3rd	20 to Dispatch/15 to Hotline			
July 4th	97 to Dispatch/121 to Hotline	164 Total	160 Total	92 to Dispatch/140 to Hotline
July 5th	15 to Dispatch/10 to Hotline			

FISCAL IMPACT

FISCAL IMPACT – Fees collected by the Fire Department

The below table depicts the following:

- Gross retail sales of Safe and Sane fireworks within the City and prior year comparisons.
- Fireworks Surcharge of 7% (in accordance with the City of Seaside Municipal Code Chapter 8.32) Paid to the City.
- Permit application fees (Paid to the City).
- Total revenue received by the City of Seaside from the sale of Safe and Sane fireworks.

YEAR	GROSS SALES	7% SURCHARGE	PERMIT FEES	NUMBER OF NON-PROFITS	TOTAL REVENUE TO CITY
2018	\$227,445.69	\$15,917.91	\$3,006.00 (\$334) per booth	9	\$18,923.91
2019	\$224,284.20	\$15,699.47	\$2,422.00 (\$346)	7	\$18,121.47
2020	\$266,455.94	\$18,651.86	\$1,910.00 (\$382)	5	\$20,561.86
2021	\$226,265.74	\$15,933.07	\$1,146.00 (\$382)	3	\$17,079.07
2022	\$266,382.12	\$18,646.69	\$1,146.00 (\$382)	3	\$19,792.69
2023	\$294,093.14	\$20,585.00	\$2,436.00 (\$406)	6	\$23,021.00
2024	\$241,612.24	\$17,613.48	\$2,940.00 (\$420)	7	\$20,553.48

The following expenses were incurred for the Illegal Fireworks Enforcement Operation:

Police Department Overtime Costs:

Police Officers: \$18,850.82

Condor Security: \$10,400

Parking Enforcement: \$429.21

Community Service Officers: \$285.80

Animal Control Specialist: \$494.19

Records Employees: \$634.95

Department Total: \$20,694.96

Fire Department Overtime Costs:

\$14,782.32 (Fully burdened cost)
July 4 / 72 hours total
1 Fire Captain, 1 Fire engineer, 1 Firefighter

Illegal Fireworks Enforcement:

\$35,477.28
\$10,400 (Condor Security)

Drone Volunteer Hours:

July 2:
July 3:
July 4: 2 Civilian Volunteers – 20 hours

Total Hours:

Public Works Overtime Costs: July 4 and 5

\$6,742.98: Maintenance Worker 2 x 2 employees and Senior Maintenance Workers x 2 employees

Total Revenue to the City:

7% Surcharge for 7 non-profits: \$17,613.48

Permit fees for 7 non-profits: \$ 2,940.00
\$20,553.48

Total Personnel Costs: \$42,220.26 (PD, Fire, Public Works)

Add Condor Security: \$52,620.23

Fiscal Impact: \$32,066.75

ATTACHMENTS

1. 2024 4th of July After Action Report Power Point (Council Item)

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

JULY 4TH FIREWORKS AFTER ACTION REPORT

1

NICK BORGES – POLICE CHIEF

JUSTIN PASCONE – POLICE
COMMANDER

MARY GUTIERREZ – FIRE CHIEF

REGULAR CITY COUNCIL MEETING

AUGUST 15, 2024



Operation

2

- Fireworks special detail w/ 20 additional Police Department staff members, 5 additional firefighters, 5 drone pilots and 3 drones deployed
- 12 Condor Security Officers
- Command Van for Incident Command
- Records staff answered hotlines (140 calls)
- Dispatch Center received (92 calls)

Calls For Service July 4th

3

□ Police



2022	2023	2024
164	160	232

Dispatch Received 92 calls
PD Hotlines Received 140

***Parking Cites** ***Loose Dogs**
***Arrests**

18

7

6

Calls For Service – Police Department

4



□ Police Citations Issued

2022	2023	2024
20	68	56

□ Fireworks Confiscated in Pounds

2022	2023	2024
100	73	360

Calls For Service – Fire Department

4



□ Calls for Service (6/28 – 7/5)

2022	2023	2024
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97	76	81
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□ Fire Related Calls for Service

2022	2023	2024
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4	11	6
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Overtime & Other Expenses

6

□ Expenses

/ Police Department Overtime	\$	
20,694.96		
/ Fire Department Overtime	\$	
14,782.32		
/ Condor Security	\$	10,400.00
/ Public Works	\$	6,742.95

■ Total \$52,620.23

FISCAL IMPACT

7

Gross Sales / 7% Surcharge / Permit Fees / Revenue to City

\$241,612.24

\$17,613.48

\$2,940.00

\$20,553.48

Expenses - \$52,620.23

Revenue - \$20,553.48

Fiscal Impact - \$32,066.75

Recommendations for 2024

8

□ Recommendations

- / Continue to utilize private security as funding allows
- / Focus more efforts on drone operation (PD & Fire add additional drones.)
- / Publicize addresses receiving admin cites on social media in real time to give people an opportunity to stop further violations.

9

Questions?





DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

REGULAR MEETING
440 HARCOURT AVE
Thursday, August 1, 2024
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Oglesby, Miller, Pacheco
ABSENT: Garcia-Arrazola

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held. The pledge was led by Acting Assistant City Manager Jose Bazua.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Lynda Cunningham, Alvin Edwards, Ann Marie Pagan, Constance Constable, Jonathan Amanti, Michael, Peter Kaiser, Joe Cubbage,

6. CLOSED SESSION

City Attorney Sheri Damon read the closed session and did not anticipate a report upon return from closed session.

PUBLIC COMMENT: Ann Marie Pagan

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957

Title: Interim City Manager

No report.

7. PUBLIC AGENCY COMMUNICATIONS

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

The following upcoming events were featured:

Melissa Failagua, Human Resources Technician, announced the release of a Request for Qualifications for Recruitment Services for City Manager. More information available at www.ci.seaside.ca.us

8. PRESENTATIONS

A. MONTEREY COUNTY RAPE CRISIS CENTER VICTIMS OF DOMESTIC ABUSE AND EDUCATIONAL SERVICES OVERVIEW (DENNIS ALEXANDER, BOARD MEMBER AND BIANCA HERNANDEZ, COMMUNITY OUTREACH MANAGER)

Bianca Hernandez provided a presentation reviewing mission statement of Monterey County Rape Crisis Center, their service areas and provided a brief report of services that have been administered in Seaside. 24/7 helpline: 831-375-4357; www.mtryrapecrisis.org

9. CONSENT AGENDA

PUBLIC COMMENT: Kat Morgan

On motion by Mayor Pro Tem/Vice-Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda as presented.

RESULT: 4-0-0-1

AYES: Burks, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

A. APPROVE MINUTES FROM JUNE 26, JUNE 28, AND JULY 25, 2024, SPECIAL MEETINGS

ACTION: APPROVED

B. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH RRM DESIGN GROUP FOR FINAL DESIGN SERVICES AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$46,285.00

ACTION: ADOPTED RESO #24-92

C. ADOPT A RESOLUTION APPROVING AN UPDATE TO THE CITY'S ENVIRONMENTAL PURCHASING POLICY

ACTION: ADOPTED RESO #24-93

- D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CARMEL FIRE PROTECTION ASSOCIATES FOR FIRE PREVENTION, PLAN REVIEW AND ALARM SYSTEM INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00**

ACTION: ADOPTED RESO #24-94

- E. APPROVE APPOINTMENTS TO THE ART & HISTORY AND ENVIRONMENTAL COMMISSIONS**

ACTION: APPROVED & APPOINTED KAT MORGAN TO THE ENVIRONMENTAL COMMISSION AND MICHAEL WILDGOOSE TO THE ART & HISTORY COMMISSION.

10. BUSINESS ITEMS

- A. CONSIDER DRAFT EXECUTIVE EMPLOYMENT CONTRACT FOR INTERIM CITY MANAGER AND MAKE APPOINTMENT OF INTERIM CITY MANAGER**

Samantha Sakhrani, Acting Human Resources Director provided a presentation reviewing the actions of the Council since the appointment of an Acting City Manager in April 2024, to date; and the compensation for the interim position.

PUBLIC COMMENT: Veshawndus LeBeouf, Ann Marie Pagan, Karla Lobo, Catherine Crockett, Annalisa Mitchell, Joe Cubbage

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the employment contract for interim city manager and appoint Craig Malin as interim city manager.

RESULT: 3-0-1-1

AYES: Burks, Oglesby, Pacheco

NOES: None

ABSTAIN: Miller

ABSENT: Garcia-Arrazola

ACTION: ADOPTED RESO #24-95

- B. ADOPT A RESOLUTION MODIFYING THE APPLICATION PROCEDURES AND SELECTION CRITERIA FOR CANNABIS DISPENSARIES**

Andy Myrick, Economic Development & Community Planning Manager provided a presentation of the cannabis dispensaries operations in the City, and the application process and the proposed modifications.

PUBLIC COMMENT: Veshawndus LeBeouf, Ann Marie Pagan, Joe Cubbage, Karla Lobo

On motion by Council/Agency Miller and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the modifications procedures and selection criteria for cannabis dispensaries.

RESULT: 4-0-0-1

AYES: Burks, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

ACTION: ADOPTED RESO #24-96

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

12. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the closed session and did not anticipate a report upon return from closed session.

PUBLIC COMMENT:

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

Property: 705 Broadway Avenue, Seaside, CA 93955

Agency Negotiators: City Manager, et. al.
Negotiating Parties: Coldwell Banker
Under Negotiation: Price, terms of payment or both

No report.

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

Property: The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)

Agency Negotiators: City Manager, et. al.
Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside
Under Negotiation: Price, terms of payment or both

No report.

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - ONE MATTER OF EXISTING LITIGATION

Monterey County Superior Court Case No. 24CV002483

Case Name: Landwatch and Center for Biological Diversity v. City of Seaside, et al.

No report.

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (d)(2)

Two Matters of Potential Litigation

Authorized the City Attorney to file a new lawsuit against the Seaside Highland Homeowners Association.

14. ADJOURNMENT

With no further business, the meeting adjourned at 8:25 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM MONTEREY CONDORS CLUB**

RECOMMENDATION

Approve a request from the Monterey Condors Club for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with running their youth soccer program.

BACKGROUND

Monterey Condors Club is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to cover the cost associated with running the youth soccer program. The season runs from August 2024 through November 2024.

Monterey Condors Club is a nonprofit multisport club with the mission of becoming a pillar to the youth of Monterey County. They are dedicated to supporting the youth in achieving their goals by providing education and training through their athletic programs and clinics. Their athletic program has a diverse group of athletes of all profiles, origin, age, gender and competitive levels. Monterey Condors Club collects all the trash on the fields and benches after each practice game. While promoting the importance of recycling, cleanup, and a "green" healthy environment, they will be practicing at David Cutino Park and having their games there if the field is available. They will be mentoring kids to help the planet by doing so and teaching them soccer.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Monterey Condors Club has provided documentation showing that they serve a majority of Seaside residents. Monterey Condors Club received their last donation at the August 17, 2023 City Council meeting. They

submitted their 2023 Mayor's Youth Fund Closing Report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$32,107.02. If the City Council approves this request, the balance will decrease to \$29,107.02. This is for fiscal year 2024/25.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. MYF Monterey Condors Club 2024
2. W-9 Monterey Condors Club 2024
3. 501 (c)(3) Monterey Condors Club
4. Mayor's Youth Fund Closing Report - Monterey Condors Club 2023

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 7/17/2024 9:07 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

The Mayor's Youth Fund was created to provide supplemental financial assistance to students and profit groups that provide services to improve the lives of young people living in the City of Seaside. policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools a non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that years old or younger or enrolled in high school. Faith based organizations may apply for contribution the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund n open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.

- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainat ensure a healthy environment.

- How this request will provide a municipal benefit (ie., benefit the community).

- Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & Criteria

Contributions can only be made if approved by the City Council. Funding requests will be evaluated on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on quality of the proposed activity.

- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.

- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.

- Contributions are only paid to organizations, such as non-profit groups and schools.

- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization.

directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required order to provide documentation required to meet municipal auditing standards.

Funding Requirements

Funding is limited to one contribution per year (every 12 months). The Mayor's Youth Fund Closing Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year. A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant. Incomplete applications will not be forwarded for Council consideration, applications not answering the question related to reduce, reuse or recycle are considered incomplete

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Name of Organization	Monterey Condors Club
Name	Marco Pulido
Email Address	condorsclubacademysoccer@gmail.com
Address	1121 Military Ave
City	Seaside
State	California
Zip Code	93955
Phone Number	8315942214
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	66%
Number of Participants	250
Ages of Participants	13 and 17

Criteria

Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Are you funding a reward for one of these activities? Yes

Description of event, activity or program funding pertains to:	We are requesting support for our youth soccer program. Monterey Cc Club's after school youth soccer program gives the opportunity for eve play and practice regardless of their financial need. Our volunteers and coaches are dedicated to supporting the youth and helping them achieve goals through our athletic soccer programs. We have youth soccer programs year practicing and having games at David Cutino Park in Seaside.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	We will promote and clean fields, City's streets and beaches. Getting volunteers and players this will be possible. Participants will know the importance of recycling, and clean after having a game.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Safe and Sane Fireworks Fundraising on 4TH of July.
Total Amount Requested:	\$3,000
Electronic Signature Agreement	I agree.
Electronic Signature	Marco Pulido
Date	7/17/2024

Email not displaying correctly? [View it in your browser.](#)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Monterey Condors Club	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 1713	Requester's name and address (optional)
	6 City, state, and ZIP code Salinas CA 93902	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

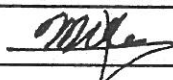
Social security number								
			-			-		
or								
Employer identification number								
3	1		-	4	3	5	2	0 6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 6/21/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

SEP 20 2017

MONTEREY CONDORS CLUB
PO BOX 415
MONTEREY, CA 93942

Employer Identification Number:

81-4852061

DLN:

17053123334017

Contact Person:

DIANE M GENTRY

ID# 31361

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

April 7, 2017

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

MONTEREY CONDORS CLUB

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: August 17, 2023

Name of Organization: Monterey Condors Club

Contact: Marcia Pulido

Address: 1121 Military Ave, Seaside CA 93905

Email/Phone: (831) 544-2214

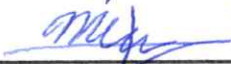
Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation:

U.S. Club Soccer passes for low income members, David Cutino
field usage fees, Vee Camera to record games.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

The 2007-2008 Boys team have a game at David Cutino Park
when we talked to them about the importance of reduce, reuse
and recycle. They learned that if everybody contribute, we can
save the planet.

Signature: 

Date: 9/26/23

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.**

Registration ID	Registration Type	User ID	First Name	Last Name	Gender	DOB	City	Member Event	Seasonal Year	Created	Cost
13792270	player	2225636	Guillermo	Hernandez-Perez	Male	6/30/2008	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/22/2023	\$ 25.25
13792272	player	9137949	Dalesandro	Torres-Martinez	Male	5/8/2009	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/22/2023	\$ 25.25
13828272	player	7025390	David	Huerta Sanchez	Male	7/12/2008	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/23/2023	\$ 25.25
13829476	player	10403953	Oswaldo	Garcia-Luna	Male	3/20/2007	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/23/2023	\$ 25.25
13829477	player	1596787	Juancarlos	Lopez-Rivera	Male	4/1/2008	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/23/2023	\$ 25.25
13829518	player	3081969	Giovani	Torres	Male	9/21/2007	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/23/2023	\$ 25.25
13829763	player	8926193	Salvador	Bellot-Hernández	Male	2/8/2008	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/23/2023	\$ 25.25
13889180	player	10733239	Mark	Nava-Terrazas	Male	7/4/2008	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	8/26/2023	\$ 25.25
14229649	player	11935192	Jose	Aranda Jimenez	Male	7/21/2007	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	9/6/2023	\$ 25.25
14381118	player	2196037	Luis	Garcia-Ulloa	Male	7/28/2010	Seaside	NorCal Premier - 2023-24 US Club Soccer Registration/Passcards & Rosters	23/24	9/11/2023	\$ 25.25
Total:											\$ 252.50

**Supplier:**

Veo Technologies, Inc.
Rovsingsgade 68
2100 Copenhagen
Denmark

Client:

Marco Pulido

Issue Date: Sept. 26, 2023

Due Date: Sept. 27, 2023

Item	Description	Quantity	Unit Price	Sales Tax	Sales Tax	Sales Tax	Total
Veo Cam 2 (HS 900710 made in Denmark) 50 % Discount	SKU: VEO18	1	499.50	7.25%	0.5%	1.5%	\$499.50
Total excl. VAT							\$499.50
Sales Tax (Monterey County Tax) 0.5%							\$2.50
Sales Tax (California State Tax) 7.25%							\$36.21
Sales Tax (Salinas City Tax) 1.5%							\$7.49
Total incl. VAT							\$545.70
Amount Due							\$545.70

Please make your payment using the information below.

Wire transfer information

SIL VLY BK SJ
3003 Tasman Drive
Santa Clara
CA 95054

For credit of: Veo Technologies, Inc
ABA routing & transit number: 121140399
Credit account number: 3302853747



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON
EDUCATION & CULTURAL ENRICHMENT ACADEMY**

RECOMMENDATION

Approve a request from the Village Project for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their Mae C. Johnson Education & Cultural Enrichment Academy comprehensive tutoring program.

BACKGROUND

On behalf of the Mae C. Johnson Education & Cultural Enrichment Academy, the Village Project is requesting a \$3,000.00 donation from the Mayor's Youth Fund to help cover the costs associated with their comprehensive tutoring program for their youth and engagement with the Wahine Project.

The Mae C. Johnson Education & Cultural Enrichment Academy tutoring program provides academic support to students, enhancing their learning experience and helping them achieve academic success. The Wahine Project offers unique activities that promote personal development, teamwork, and community engagement. These initiatives collectively aim to empower youth, foster academic excellence, and nurture well-rounded individuals. They will have activities designed to promote environmental awareness and sustainability. These activities will include educational workshops on recycling, clean-up drives, and initiatives that encourage sustainable practices. By incorporating these green initiatives, they aim to instill a sense of responsibility and environmental stewardship in their youth, contributing to a healthier environment.

The Mae C. Johnson Education & Cultural Enrichment Academy is sponsored by the

Village Project and the funds distributed to the Mae C. Johnson Education & Cultural Enrichment Academy will be handled through The Village Project. Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. The Village Project received their last donation at the July 20, 2023 City Council meeting. They submitted their 2023 Mayor's Youth Fund Closing Report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$29,107.02. If the City Council approves this request, the balance will decrease to \$26,107.02. This is for fiscal year 2024/25.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. MYF Village Project- The Mae C. Johnson Education & Cultural Enrichment Academy - 2024
2. Village Project- W9 2024
3. Village Project- 501(c)(3)
4. MYF Closing Report - Village Project- The Mae C. Johnson Education & Cultural Enrichment Academy - 2023

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 7/24/2024 10:19 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.

- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.

- How this request will provide a municipal benefit (ie., benefit the community).

- Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & Criteria

Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.

- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.

- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.

- Contributions are only paid to organizations, such as non-profit groups and schools.

- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

Funding Requirements

Funding is limited to one contribution per year (every 12 months). The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year. A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant. Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Name of Organization

The Village Project - The Mae C. Johnson Education & Cultural Enrichment Academy

Name

Jamalle Jones

Email Address

Jamelle@Villageprojectinc.org

Address

1069 Broadway Ave

City

Seaside

State

Ca

Zip Code

93955

Phone Number

8313921500

Additional Phone Number

Field not completed.

Percentage of Residents or
Students of Seaside

95%

Number of Participants	40
Ages of Participants	6-15
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Environmental, Scholastic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	The Village Project seeks funding to support our comprehensive tutoring program and engagement with the Wahine Project. Our tutoring program provides academic support to students, enhancing their learning experiences and helping them achieve academic success. The Wahine Project offers unique activities that promote personal development, teamwork, and community engagement. These initiatives collectively aim to empower youth, foster academic excellence, and nurture well-rounded individuals.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	The funds will be utilized to purchase academic school supplies for our tutoring program, ensuring students have the necessary materials to excel in their studies. Additionally, part of the funding will support our engagement with the Wahine Project, which includes activities designed to promote environmental awareness and sustainability. These activities will include educational workshops on recycling, clean-up drives, and initiatives that encourage sustainable practices. By incorporating these green initiatives, we aim to instill a sense of responsibility and environmental stewardship in our youth, contributing to a healthier environment.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	In addition to this grant application, The Village Project is actively engaged in various fundraising activities to support our programs. We organize community fundraisers, seek donations from local businesses, and apply for additional grants from foundations focused on education and youth development. Furthermore, we have partnerships with local organizations and community groups that provide supplementary funding and in-kind support. These combined efforts help ensure the sustainability and success of our programs, allowing us to

continue making a positive impact on the lives of the youth we serve.

Total Amount Requested:	\$3000
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Electronic Signature Agreement	I agree.
--------------------------------	----------

Electronic Signature	Jamalle Jones
----------------------	---------------

Date	7/24/2024
------	-----------

Email not displaying correctly? [View it in your browser.](#)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Village Project Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1069 Broadway Ave. Suite 201

Requester's name and address (optional)

6 City, state, and ZIP code

Seaside, CA 93955

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

61-1562515

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

SEP 09 2008

Date:

THE VILLAGE PROJECT INC
C/O MEL MASON
1069 BROADWAY AVE
SEASIDE, CA 93955

Employer Identification Number:
61-1562515
DLN:
17053190321048
Contact Person:
KIM NGUYEN ID# 31525
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 14, 2008
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2012
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

THE VILLAGE PROJECT INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Mel Mason
(Signature of Officer, Director, Trustee, or other authorized official)

MEL MASON
(Type or print name of signer)

CLINICAL DIRECTOR
(Type or print title or authority of signer)

6-30-08
(Date)

For IRS Use Only

Robert Clout
IRS Director, Exempt Organizations

SEP 09 2008

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 14 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

THE VILLAGE PROJECT, INC.

FILE NUMBER: C3100002
FORMATION DATE: 05/14/2008
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 12, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State

MAYOR'S YOUTH FUND CLOSING REPORT

Date Mayor's Youth Fund was approved by council: July 20th, 2023

Name of Organization: The Village Project INC

Contact: Jamelle Jones

Address: 1069 Broadway Ave, Suite 201, Seaside, CA 93955

Email/Phone: jamelle@villageprojectinc.org / 831-392-1500

Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation: Transportation to the environmental field trip to Lake Nacimiento.

Activities and Participation:

July 25th: The kids participated in outdoor skills training, specifically on how to pitch a tent.

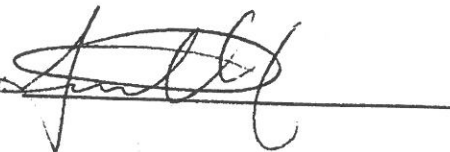
July 26th: The kids were taught how to fish, learned about various ecosystems around Lake Nacimiento, took a hike, and participated in team-building activities.

July 28th: The group learned about different star systems while stargazing and were taught how to start a fire.

Throughout the Camping Trip: Throughout the trip, the kids were continuously educated and reminded about the importance of recycling and reducing trash to preserve the environment.

Overall: The trip to Lake Nacimiento was a resounding success. The children were provided with a rich learning experience, gaining insights into nature, teamwork, and sustainability. Their enthusiasm

Applicant Signature



Date:

9/12/23



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON OCTOBER 25, 2024

RECOMMENDATION

Approve a request from Seaside High School to waive fees for Public Works and Police services in the amount of \$1,010.00 for costs associated with the 2024 Homecoming Parade scheduled for October 25, 2024.

BACKGROUND

Seaside High School is planning to hold their annual Homecoming Parade on Friday, October 25, 2024, from 3:00 p.m. - 5:30 p.m. A special event application was submitted for review by the special event committee. The committee did not have any questions or concerns about the application. Seaside High School will be providing proof of insurance. The attached event application has information detailing the specifications for the Homecoming Parade.

The last fee waiver submitted to the City Council for Seaside High School was approved on June 15, 2023.

FISCAL IMPACT

The approximate fees that are being requested to be waived are:

Special Event Application Fee:	\$ 110.00
Police Fees: 3 Officers for 2 Hours	\$ 569.00
<u>Public Works Fee:</u>	<u>\$ 331.00</u>

TOTAL

\$1,010.00

ATTACHMENTS

1. SHS Homecoming Parade Fee Waiver and Special Event Application 2024
 2. SHS Homecoming Parade - Route (Map) 2024
 3. SHS Homecoming Parade - Proof of Insurance 2024
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Seaside High School
Name of Applicant: Mandee Scorpiniti
Address: 2200 Noche Buena St. Seaside, CA 93955
Phone: (831) 392-3530 Email: mscorpiniti@mpusd.k12.ca.us

EVENT INFORMATION:

Event Title: Annual Homecoming Parade
Event Description: Student parade to celebrate Homecoming
Event Date: October 25, 2024 Room(s) Requested: n/a
Time (including set-up): 3-5pm Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non-profit school and could use the financial support. This is an event that supports students and the community. Any increase in cost would limit our ability to conduct this event.

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 9/1/23 ☐ No

What is your organization's tax identification number? 770320712

What percentage of your members or participants resides in Seaside? 100%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: 

Date: 7/29/24

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 80% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



SEASIDE CALIFORNIA

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Seaside High School

Name of Applicant: Mandee Scorpiniti

Address: 2200 Noche Buena St City: Seaside State: CA

Phone: 8313923530 Email: mscorpiniti@mpusd.k12.ca.us

Day of Event Contact Name and Phone: Mandee Scorpiniti (702) 764-1510

EVENT INFORMATION:

Event Title: SHS Homecoming Parade 2024

Event Category:

☐ Athletic / Recreation

☐ Concert / Performance

☐ Circus

☐ Celebration / Festival

☒ Parade / March / Procession

☐ Dance

☐ Carnival

☐ Other: _____

Event Date and Time: October 25

Setup: 3pm Event Start: 330pm Event End: 430pm Clean up: 5pm

Event Location: South on Noche Buena to LaSalle Ave, Turn right on LaSalle, head south to Fremont, turn right on Fremont, head north to Ord Ave, right on Ord Ave, left on Noche Buena and return to SHS

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

Annual Homecoming Parade will include 5 floats and 8 vehicles for different clubs in support of our homecoming football game

Number of Participants: 200 Event Benefiting: School & Community

Federal ID # (if applicable): 770320712

☐ 501 C(3)

☐ 501 C(6)

☐ Commercial-For Profit

☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: _____ ☒ No



SEASIDE CALIFORNIA

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? flyers, social media, direct communication

Signs posted:

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|---------------------------------------|---------------------------------------|--|
| ☐ P.A. System | ☐ Generator(s) | ☐ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☐ Barricades |
| ☐ Other: <hr/> | | |

Will the event include music or live performances?

☐ Yes ☒ No

Will film, video, or photography be involved with the production of event?

☒ Yes ☐ No

Do you intend to sell food or beverage?

☐ Yes ☐ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise?

☐ Yes ☒ No

Number of Vendors? 0 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☐ Yes ☐ No

Will alcohol be sold? *(If yes, please attach ABC license)*

☐ Yes ☒ No

Parking arrangements: Park on campus



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

Seaside HS staff

Security Organization (if required - please attach security contract):

n/a

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Police & Fire for escort, Public Works with road blocks

Method of trash collection/disposal and provision for additional sanitary facilities:

Students and SHS staff

Other pertinent information or special requests:

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: _____

Date: _____

7/29/24



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

**City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955**

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: _____

7/29/24



SEASIDE CALIFORNIA

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY** **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: _____

Date: 7/29/24

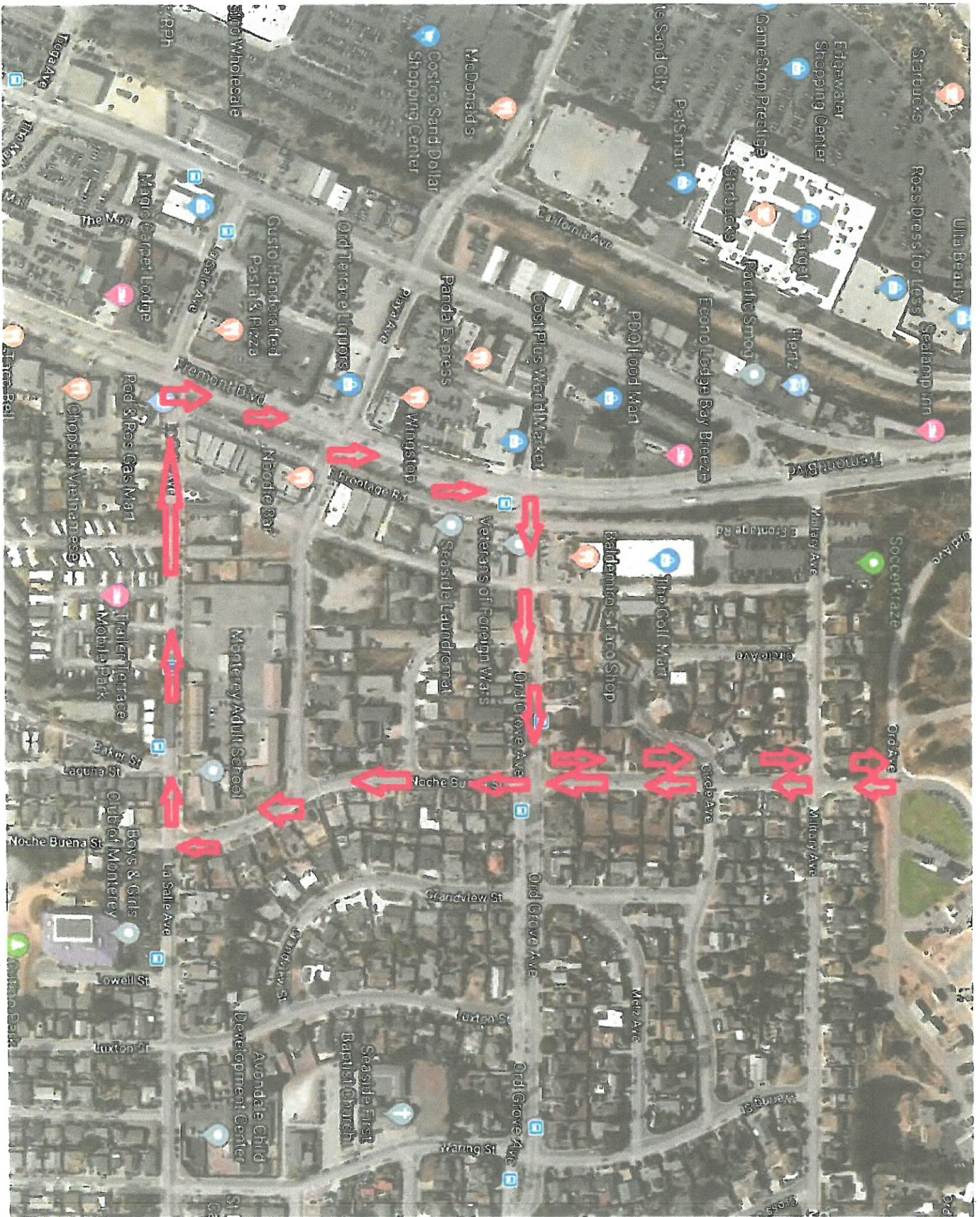
(For Office Use Only)

Authorization

- ☐ Building _____
- ☐ Planning _____
- ☐ Police _____
- ☐ Fire _____
- ☐ Finance _____

- ☐ Recreation _____
- ☐ Redevelopment _____
- ☐ Public Works _____
- ☐ County Health _____

Comments: _____



Northern California ReLiEF Protected Insurance Program for Schools		CERTIFICATE OF COVERAGE		Issue Date 8/9/2024	
ADMINISTRATOR: Keenan & Associates 1732 North First Street, Suite 100 San Jose, CA 95112 Frances Freeman License No. 0B70661 408-441-0754 x6156 ffreeman@keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Monterey Peninsula Unified School District 700 Pacific Street Monterey CA 93940		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLiEF ENTITY B: Protected Insurance Program for Schools ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [☒] GENERAL LIABILITY [☐] CLAIMS MADE [☒] OCCURRENCE [☒] GOVERNMENT CODES [☒] ERRORS & OMISSIONS [☒] SEXUAL ABUSE AND MOLESTATION [☐]	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY [☒] ANY AUTO [☒] HIRED AUTO [☒] NON-OWNED AUTO [☒] GARAGE LIABILITY [☒] AUTO PHYSICAL DAMAGE	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [☒] ALL RISK [☒] EXCLUDES EARTHQUAKE & FLOOD [☐] BUILDER'S RISK	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION [☒] EMPLOYERS' LIABILITY	PIPS40118	7/1/2024 7/1/2025	\$	[☐] WC STATUTORY LIMITS [☒] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [☐] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to permit for Annual Homecoming Parade Event on October 25, 2024 from 3:00 pm - 5:00 pm.					
CERTIFICATE HOLDER: City of Seaside Recreation and Community Activities Dept. 986 Hilby Avenue Seaside CA 93955			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS		
			 John Stephens AUTHORIZED REPRESENTATIVE		

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Monterey Peninsula Unified School District	NCR 00202-37	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Seaside
Recreation and Community Activities Dept.
986 Hilby Avenue
Seaside CA 93955

As Respects:

As respects to permit for Annual Homecoming Parade Event on October 25, 2024 from 3:00 pm - 5:00 pm.

City of Seaside, its officers, employees, and agents are named as additional covered parties.

This coverage shall be primary to the certificate holder's coverage and activities of the Covered Party due to their sole negligence. The insurance of the Additional Covered Party shall not be called upon to contribute to a loss covered by the Covered Party's coverage.

10-day notice of cancellation



Authorized Representative



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR "DAY OF THE DEAD" (DIA DE LOS MUERTOS) EVENT ON NOVEMBER 2, 2024

RECOMMENDATION

Approve the fee waiver request from Palenke Arts for the use of Laguna Grande Hall and kitchen to hold their event "Dia de los Muertos Celebration (Day of the Dead)," in the amount of \$506.25, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25, and provide the City with their insurance.

BACKGROUND

Palenke Arts is a non-profit organization, and they are requesting a fee waiver to help cover the cost associated with their annual event "Dia de los Muertos" (Day of the Dead) celebration on Saturday, November 2, 2024, from 12:00 p.m. to 9:00 p.m. in the Laguna Grande Hall and kitchen at the Oldemeyer Center. This is the fourth year that Palenke Arts has requested a fee waiver for this event, with the last request being in 2023.

This event will feature a variety of demonstrations and presentations from the different programs offered by Palenke Arts, as well as a large "Ofrenda" which will honor those in our community who have passed away.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization provide liability coverage and pay only the non-refundable portion of the deposit of \$98.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall & Kitchen Fee 9 Hours @ \$56.25 per hour	\$506.25
<u>Non-Refundable Portion Deposit</u>	<u>\$ 98.25</u>
TOTAL	\$604.50

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$506.25 out of account 100.3672.

ATTACHMENTS

1. Palenke Arts Fee Waiver Request Dia de los Muentos Celebration (Day of the Dead) 2024
2. Palenke Arts Insurance Dia de los Muentos Celebration (Day of the Dead) 2024
3. 501(c)(3) - Palenke Arts

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Palenque Arts
Name of Applicant: Juan L. Sanchez
Address: 1713 Broadway Ave City: Seaside State: CA
Phone: 831-899-9909 Email: juan[sanchez]@hotmail.com

EVENT INFORMATION:

Event Title: Día de los Muertos
Event Description: Day of the Dead celebration + community Altar
Event Date: Nov 20, 2024 Room(s) Requested: Laguna Grande Hall
Time (including set-up): 3 - 8 pm Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Community event open to the public that has been appreciated for the last 4 years
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 6/2/24 ☐ No
What is your organization's tax identification number? 82-1786480
What percentage of your members or participants resides in Seaside? 95
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: _____

Date: 7/30/24

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability Insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION

ROOM: Laguna Grande Hall

Organization: Palante Arts

Name of Applicant: Juan L. Sandoz

Address: 1713 Broadway Ave. City: Seaside Zip: 93955

Phone: 831-899-9909 Email: juan@sandoz@hotmail.com

Day of Event Contact Name and Phone: same

☒ Resident

☐ Non-Resident

EVENT INFORMATION (Note: **BALLOONS ARE NOT ALLOWED**)

Event Title: Dia de los Muertos

*Please attach invitation or flyer if available.

Event Date: Nov. 2, 2024 Approximate Number of Guests: 200

Reservation Time (including set-up): 3pm - 5pm Event Time: 6 - 8pm

*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See page 4.

Special Instructions: _____

Request to use the City's:
*Subject to availability

☐ Podium

☐ Microphone

☐ Projector Screen

**Projectors and other electronic equipment will not be provided

Is the event open to the public?

Yes

No

Will admission be charged?

Are you a non-profit organization?

Will there be music?

Will there be live music and/or DJ?

Name of band or DJ:

Tio Los Chirinos

Will refreshments be served?

Will refreshments be sold?

Will you be using the kitchen?

Will alcohol be served?

Will alcohol be sold?

*Alcohol is prohibited at youth oriented events

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

I have read and agree to all pages in the rental agreement forms.

Applicant Signature: _____

Date: 8/20/2024

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: Original to Parks & Recreation Department

Updated 08/23

Page 1 of 4

Packet Page 73



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$160.00
Deposit	\$655.00	\$848.00
(Refundable)	(\$556.75)	(\$720.80)
Alcohol Deposit	\$638.00	\$827.00
(Refundable)	(\$414.70)	(\$537.55)

Liability Insurance: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☐ I will be using Hall & Kitchen only
☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$86.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
☐ I will be using the Kitchen only
☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other

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RULES, REGULATIONS & CONDITIONS OF USE

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldmeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.



23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
 - ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
 - ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
 - ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
 - ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
 - ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
 - ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
 - ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
 - ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
 - ✓ In case of cancellation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:
- | | |
|-------------------------------|---|
| 45 days in advance | Full refund, less a \$7 surcharge |
| 30-45 days in advance | Full refund, less the non-refundable part of security deposit |
| Less than 30 days in advance | Full refund, less the entire security deposit |
| Less than 48 hours in advance | No refund |
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
 - ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
 - ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food vendors within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of all types of balloons is prohibited at all City of Seaside parks and facilities.

Initials: _____

**DBUCKNER**

7/30/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
--

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION -
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
EQUIPMENT - AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CHARITABLE INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal and advertising injury":
 - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph 1.a. above;
2. "Property damage" to property:
 - a. Owned, occupied, or used by,
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 1.a. or b. above; or
- d. Arising out of his or her providing or failing to provide professional health care services.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person, entity or organization that you are required to add as an additional insured for claims of “improper sexual conduct” or “physical abuse” under a written contract or agreement currently in effect or becoming effective during the term of this policy.

Section 4 – Who Is An Insured is amended to include as an additional insured the person, entity or organization shown in the Schedule, but only with respect to liability for "bodily injury", arising from "improper sexual conduct" or "physical abuse" caused solely by your operations; which "bodily injury" is caused by an act of "improper sexual conduct" or "physical abuse" committed within the coverage territory and which act of "improper sexual conduct" or "physical abuse" first takes place during the term of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



MACKEY AND MACKEY INSURANCE AGENCY, INC.

WWW.MACKEY-INSURANCE.COM

Certificates of Insurance:

The attached certificate merely provides evidence of insurance. You may have signed contracts, leases, or other agreements requiring you to provide this certificate. In those agreements, you may assume obligations and/or liability for others. Some of these obligations are not covered by insurance. You should review these with a competent legal counsel.

Additional Insureds:

In addition to providing a certificate of insurance, you may also be required to name your client or customer on your policy as an additional insured. This action requires an actual endorsement / change to your policy and is possible only with the permission of the insurance company. In some cases there may be an additional premium to add additional insureds to your policy.

There are other potential consequences of including additional insureds on your policy which include, but are not limited to:

- 1) Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limits.
- 2) Your policy may provide higher limits than required by contract; but your full limits can be exposed due to the additional insured.
- 3) There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Some contracts, leases and agreements you sign may have indemnity and/or hold harmless requirements that cannot be addressed by an insurance policy. We recommend that these agreements be thoroughly reviewed by you and your legal counsel.

450 Kings County Drive, Suite 101
P.O. Box 1209
Hanford, CA 93232
Phone: (559) 583-9393
Fax : (559) 582-3903

800 Quintana Road, Suite 1A
Morro Bay, CA 93442
Phone: (805) 772-1799
Fax: (805) 772-6906

695 Price St., Suite 101
Pismo Beach, CA 93449
Phone: (805) 295-6601
Fax: (805) 295-6603

STATE LICENSE #0668959

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 30 2020**

PALENKE ARTS
C/O FENTON & KELLER
CAROL S HILBURN
PO BOX 791
MONTEREY, CA 93942-0791

Employer Identification Number:
82-1786480
DLN:
29053239317029
Contact Person:
DENNIS C GRUESSER ID# 31992
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 24, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

PALENKE ARTS

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen A. Martin". The signature is written in a cursive, slightly slanted style.

Director, Exempt Organizations
Rulings and Agreements

Letter 947



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: August 15, 2024

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS
NATIONAL RECOVERY MONTH**

RECOMMENDATION

Approve a proclamation recognizing September as National Recovery Month in the City of Seaside.

BACKGROUND

National Recovery Month is an annual observance held in September to promote and support new evidence-based treatment and recovery practices, the emergence of a strong and proud recovery community, and the dedication of service providers and communities who make recovery in all its forms possible. It aims to increase awareness and understanding of mental and substance-use disorders and celebrate the people who recover.

The City of Seaside recognizes the importance of supporting residents who are battling mental and substance-use disorders. By proclaiming September as National Recovery Month, we aim to:

- Promote awareness of mental and substance-use disorders.
- Encourage individuals in need of treatment and recovery services to seek help.
- Support the recovery community within Seaside.
- Highlight the contributions of dedicated service providers who facilitate recovery.
- Celebrate those in recovery and their families, acknowledging their strength and resilience.
- The proposed proclamation aligns with our city's commitment to fostering a healthy, supportive, and inclusive community for all residents. It will also provide

an opportunity for the city to engage with local organizations and stakeholders dedicated to recovery efforts, further strengthening our support networks.

FISCAL IMPACT

None.

ATTACHMENTS

1. National Recovery Month Proclamation
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

City of Seaside PROCLAMATION



NATIONAL RECOVERY MONTH September 2024

WHEREAS, September is observed across the nation as National Recovery Month.

WHEREAS, the impact of mental and substance use disorders and co-occurring disorders is apparent in our local community, and a great number of Seaside residents are affected by these conditions. About 2 million Californians met the criteria for substance use disorder.

WHEREAS, mental and substance use disorders, including co-occurring disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental and substance use disorders and co-occurring disorders can embark on a new path toward improved health and overall wellness. Sun Street Centers provides the community with the resources to begin and continue their recovery.

WHEREAS, through Recovery Month, people become more aware and able to recognize the signs of mental and substance use disorders and co-occurring disorders and encourages people in need of treatment and recovery services to seek help. Managing the effects of these conditions helps individuals achieve healthy lifestyles, both physically and emotionally.

WHEREAS, the Recovery Month observance continues to work to improve the lives of those affected by mental and substance use disorders and co-occurring disorders by raising awareness of these disorders and educating communities about the effective treatment, and recovery services that are available. Sun Street Centers also educates youth to prevent substance use disorders from happening. For the above reasons, Sun Street Centers asks the citizens of Seaside to join in celebrating this September as National Recovery Month.

THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim, the month of September 2024 as **National Recovery Month**. In doing so, call upon our community to observe this month with compelling programs and events that support this year's observance.

Ian N. Oglesby, Mayor
August 15, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Patrick Grogan, Associate Engineer

DATE: August 15, 2024

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATIONS FOR RED CURB REQUESTS
ON SONOMA AVENUE, VALLEJO STREET, AND FREMONT
BOULEVARD**

RECOMMENDATION

The Traffic Advisory Committee (TAC) recommends approving: 1) installation of 3 feet of red curb on both sides of the driveway approach for 926 Sonoma Avenue; 2) installation of 3 feet of red curb on both sides of the driveway approach for 1677 Vallejo Street; and, 3) installation of 5 feet of red curb on both sides of the Francis Avenue driveway approach for 1141 Fremont Boulevard, while denying red curb for the Fremont Boulevard driveway approach serving the same property.

BACKGROUND

The Traffic Advisory Committee (TAC) reviewed and provided recommendations regarding three applications at the regular meeting on July 16, 2024. A summary of three (3) items are presented below.

In preparation for these site analyses, staff consulted with a traffic engineer from the City's On-call Traffic Engineering list. The consultant provided examples of driveway red tipping and red curb recommendations from nearby Bay Area cities. Factors to consider when evaluating red curb for driveways include visibility from the driveway, maneuverability into and out of the driveway, the width of the driveway, and the length of the adjacent curb for parking spaces. Other municipalities typically recommend 2 to 5 feet of red curb on either side of a driveway approach when appropriate.

Item 1

Staff received the Traffic Advisory Committee Request Application (attachment 1), dated May 15, 2024, from a resident requesting the installation of red curb on both sides of the driveway at 926 Sonoma Avenue. The resident noted visibility concerns when vehicles park near the driveway, difficulty exiting the driveway, and vehicles partially blocking his driveway. It was noted that, due to single-family and multi-family residences on this block, street parking is limited.

Sonoma Avenue is classified as a collector street, with a posted speed limit of 25 miles per hour (mph) and one lane of traffic in each direction. Sonoma Avenue is approximately 39 ft. wide, measured from face of curb to face of curb with parallel parking on both sides of the street. Sidewalks measuring approximately 5 feet wide are present on both sides of the street. Single-family residences and multifamily residences are located along this block of Sonoma Avenue. The applicant's driveway is approximately 14 feet wide at the driveway approach. The distance to the next driveway approach to the west is approximately 51 feet, with enough space for 2 full parallel parking spaces. The distance to the next driveway to the east is approximately 60 feet, and there is a 9-foot-long section of red curb adjacent to the neighbor's driveway approach, leaving 51 feet of parking space, enough for 2 full parallel parking spaces.

Placing red curb on both sides of this driveway approach would help with the applicant's ability to maneuver in and out of the driveway, as well as improve visibility when exiting the driveway. Staff recommends installing 3 feet of red curb on either side of the driveway at 926 Sonoma Avenue, as it will not reduce the number of parking spots available on the street.

Item 2

Staff received the Traffic Advisory Committee Request Application (attachment 2), dated August 12, 2023, from a resident requesting the installation of a 1.5-foot of red curb on both sides of the driveway at 1677 Vallejo Street. The resident noted the size of the driveway and street parking on both sides of a one-way street which made it difficult to exit and enter the driveway. During the site visit, the applicant stated that maneuvering in and out of the driveway is very difficult with parked cars close to the driveway entrance and directly across from the driveway. It was noted that, due to single-family residences on this block, street parking is limited.

Vallejo Street is classified as a local street, with a posted speed limit of 25 miles per hour (mph) and one-way traffic. Vallejo Street is approximately 26 ft. wide, measured from face of curb to face of curb with parallel parking on both sides of the street. Sidewalks measuring approximately 3.5 feet wide are present on both sides of the street. Single-family residences are located along this block of Vallejo Street. The applicant's driveway approach width at the curb is approximately 12 feet. The distance to the next driveway approach to the north is approximately 89 feet, with enough space for 4 full parallel parking spaces. The distance to the next driveway to the south is

approximately 34 feet, with enough space for 1 full parallel parking space.

Placing red curb on both sides of this driveway would help with the applicant's ability to maneuver in and out of the driveway, as well as improve visibility when exiting the driveway. Staff believe that the requested 1.5 feet of red curb would have a minimal benefit to the ingress and egress from the driveway. Instead, staff recommends installing 3 feet of red curb on either side of the driveway at 1677 Vallejo Street, as it will not reduce the number of parking spots available on the street.

Item 3

Staff received the Traffic Advisory Committee Request Application (attachment 3), dated May 7, 2024, from a business owner requesting the installation of red curb on both sides of the two driveways for the Pacific Best Inn at 1141 Fremont Boulevard. The applicant noted visibility concerns when vehicles park near the driveway, and customer's complaining about difficulty exiting the driveway. During the site visit, it was noted that street parking is limited.

Fremont Boulevard is classified as an arterial street, with a posted speed limit of 30 miles per hour (mph) and two lanes of traffic in each direction. The southbound side of Fremont is approximately 35 ft. wide, measured from face of curb to face of curb with parallel parking on the west side of the street. Sidewalk measuring approximately 6 feet wide is present on the west side of the street. Businesses are located on this block, including multiple motels. The driveway approach on Fremont is approximately 24 feet wide at the curb. The distance to the next red curb section to the south is approximately 37 feet. There is existing red curb to the north of this driveway approach to the corner of Francis Avenue and Fremont. Staff have determined that adding red curb to the south of the driveway approach on Fremont is not necessary, as the street is wide enough to accommodate vehicle egress, and there is already red curb on the north side of the driveway, which allows for adequate visibility for oncoming traffic.

Francis Avenue is classified as a local street, with a speed limit of 25 mph and one lane of traffic in each direction. Francis Ave is approximately 36 feet wide, measured from face of curb to face of curb, with parallel parking on both sides of the street. Sidewalks measuring approximately 5 feet wide are present on both sides of the street. This block of Francis Ave is populated with single family residences and businesses. The driveway on Francis Ave is approximately 18 feet wide at the back of sidewalk, and the approach width at the curb is approximately 22 feet wide. The distance to the next driveway approach to the west is approximately 58 feet, with enough space for 2 full parking spots. The distance to the beginning of the street corner to the east is approximately 89 feet, with enough room for 4 full parallel parking spots. Staff have determined that adding red curb on both sides of the driveway approach would not reduce the number of available parking spots on Francis, and would help with visibility when exiting this driveway. Staff determined that approving up to 5 feet of red curb on either side of the driveway would be appropriate.

Staff recommends denying red curb to the south of the Fremont driveway approach, and approving 5 feet of red curb on either side of the Francis Ave driveway approach, at the business located at 1141 Fremont Blvd.

FISCAL IMPACT

The fiscal impact of the following items are as follows:

1. There is no fiscal impact associated with Item 1 - Approve the installation of 3 feet of red curb on both sides of the driveway approach for 926 Sonoma Avenue. The cost of \$522.00 would be paid by the applicant.
2. There is no fiscal impact associated with Item 2 - Approve the installation of 3 feet of red curb on both sides of the driveway approach for 1677 Vallejo Street. The cost of \$522.00 would be paid by the applicant.
3. There is no fiscal impact associated with Item 3 - Approve the installation of 5 feet of red curb on both sides of the Francis Avenue driveway approach for 1141 Fremont Boulevard, while denying red curb for the Fremont Boulevard driveway approach serving the same property. The cost of \$522.00 would be paid by the applicant.

ATTACHMENTS

1. Item 1 - 926 Sonoma
2. Item 2 - 1677 Vallejo
3. Item 3 - 1141 Fremont

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Sergio Ayala Date: 5-16-24

Address: 926 Sonoma Ave. Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☒ Other Red curb at each cut-off of driveway

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I would like a small portion of the curb painted red
after each cut-off of my driveway. Multiple times a week
I have cars parking at least a couple feet past the
cut-off. My driveway is narrow and it becomes difficult
and dangerous to get in and out of my driveway. I have
tried to be civil and speak to the neighbors directly but
have been met with very angry responses. I am afraid that
further conversations may lead to more serious conflict.
I am also not given enough space at the curb to
put my waste bins on Monday morning. I've been forced
to put my bins in the middle of my driveway but the
garbage company states that the bins need to be putted
up against the curb to avoid the bins tipping over. Please help!
Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb -- per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Sergio Ayala understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.



Applicant Signature

5-16-24
Date





View facing property



View from driveway, facing out to street



View to the west



View to the east



Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Willamina Strupat Date: 8-12-2023

Address: 1677 Vallego St Seaside, CA Phone: [REDACTED]
93955

Type of Request (check all that apply):

- ☒ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☒ Other Request
Curb painted red on both sides of driveway

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: Request to have my drive way opening 4 1 1/2 ft
on either side of drive way due to size of driveway -
on parking on both sides of narrow one way street.
AT least once per week someone parks in my
Drive way or so close to it that I am unable
to leave or enter my driveway.

I would like the space on both sides of Drive way
to allow me access to make a turn in my driveway
without peril to my auto or other vehicles.

I have many pictures of cars parking inhibiting
my path. My Drive way is less the 12" wide.

Please note: several of my neighbors have these issues
as well. This street should only allow cars on one side of
street.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, William K. Strupat understand that should my request be approved by the Traffic Advisory Committee and City Council, I ~~will be~~ **will be** responsible for the fee prior to the installation of my request. I also understand that if **approved** by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Applicant Signature

Date

8-18-2023



View facing property



View from driveway, facing out to street



View to the north



View to the south



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Pacific Best Inn Date: 5/7/24
Address: 1141 Fremont Blvd Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☐ Other _____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: We have 2 entrance and exit points at the property. Due to street parking, cars park too close to the driveways, causing blindspots and increasing chances of accidents. We would like to request 3 feet red curb on each side of the driveway (left and right), so people can exit safely out. We have 2 driveways and request red curbs for both.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Amit Panchal understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Applicant Signature

Date

5/7/24



Driveway on Francis Avenue



Francis Avenue looking east



Francis Avenue looking west



Driveway on Fremont Boulevard



Fremont looking south



Fremont looking north



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STORM DRAIN GRATE UPGRADE PROJECT - PHASE 2, APPROPRIATING \$66,790.08 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$521,900.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$600,185.00

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Storm Drain Grate Upgrade Project - Phase 2; appropriating \$66,790.08 from the General Fund to the Project, and awarding a construction agreement to Monterey Peninsula Engineering for an amount not to exceed \$521,900.00; establishing a 15% construction contingency for a total project construction amount not to exceed \$600,185.00; and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

BACKGROUND

The Storm Drain Grate Update Project - Phase 2 replaces 69 existing storm grates with new bicycle-compliant storm grates and installs the new grates including concrete and asphalt sawcutting removal and replacement, doweling, re-installation of existing hoods, painting new curbing to match existing paint color, projecting and/or removal/replacement of environmental storm drain placards, providing drainage inlet markers, and other related work.

The design was complete, and the Project was released for construction bids on June 20, 2024. Bids were received and opened on July 17, 2024, from the following contractors:

Contractor	Bid
Anderson Pacific Engineering Construction	\$725,440.00
Don Chapin Co.	\$721,950.00
Monterey Peninsula Engineering	\$521,900.00

Staff reviewed and evaluated the submitted bids, and it was determined that Monterey Peninsula Engineering is the lowest responsive and responsible bidder with a total bid amount of \$521,900.00, and they have the qualifications and experience levels satisfactory to perform all work within the project scope.

The proposed construction agreement with Monterey Peninsula Engineering is for an amount not to exceed \$521,900.00. A construction contingency of 15%, or \$78,285.00, is appropriate for a project of this scope for a total construction cost of \$600,185.00. The Storm Drain Grate Update Project - Phase 2 is in the adopted FY 2024/25 Capital Improvement Program.

On April 6, 2023, Council approved a Professional Services Agreement (PSA) for an amount up to \$196,626.00 with Wallace Group for design and construction management services with a 10% contingency (\$19,663.00). There is \$154,851.00 remaining on the contract along with the contingency amount. The remaining available budget is \$533,394.92. An additional \$66,790.08 is needed for construction with contingency.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class1, Section 15301(c) Existing Facilities). The project includes the minor alteration/upgrade of storm drain grates for bicycles to safely ride on them.

FISCAL IMPACT

The current project available budget in account no. 212-8930-9600 is \$533,394.92. The additional budget required to deliver the project is \$66,790.08 and is proposed to be paid from the general fund's unallocated balance.

ATTACHMENTS

1. Resolution
2. Construction Plans

3. Construction Specification
 4. Construction Agreement
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STORM DRAIN GRATE UPGRADE PROJECT - PHASE 2, APPROPRIATING \$66,790.08 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$521,900.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$600,185.00.

WHEREAS, the Storm Drain Grate Upgrade Project - Phase 2 (Project) is an approved City Capital Improvement Project identified in the fiscal year 2024-2025 annual budget; and

WHEREAS, Wallace Group completed design in June 2024; and

WHEREAS, the proposed project replaces 69 existing storm grates with new bicycle-compliant storm grates and installs the new grates including concrete and asphalt sawcutting removal and replacement, doweling, re-installation of existing hoods, painting new curbing to match existing paint color, projecting and/or removal/replacement of environmental storm drain placards, providing drainage inlet markers, and other related work; and

WHEREAS, on June 20, 2024, the project was released for construction bids, and on July 17, 2024, three bid were received from Anderson Pacific Engineering Construction, Don Chapin Co., and Monterey Peninsula Engineering; and

WHEREAS, Monterey Peninsula Engineering was determined to be the lowest responsive and responsible bid in the amount of \$521,900.00; and

WHEREAS, an additional amount of \$78,285.00 contingency, approximately 15% of the agreement value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has satisfactorily completed similar construction projects as Storm Drain Grate Upgrade Project - Phase 2 in the Monterey Bay area; and

WHEREAS, the other current expenses include the encumbered amount of \$154,851.00 for design, design services during construction, construction management and inspection and \$19,663 for design and construction management contingency which amount to \$174,514.00; and

WHEREAS, the current total fiscal year 2024/25 available budget for Storm Drain Grate Upgrade Project - Phase 2 (account no. 212-8930-9600) is \$533,394.92; and

WHEREAS, based upon the services necessary for the Project, an additional budget of \$66,790.08 is needed for the project for a total project budget of \$744,699.00; and

WHEREAS, the project is categorically exempt per Article 19, section 15301(c) of CEQA since the project only includes the minor alteration/upgrade of storm drain grates for bicycles to safely ride on them; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the conformed plans and specifications for the Storm Drain Grate Upgrade Project - Phase 2 dated June 2024; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby appropriate \$66,790.08 from the General Fund to the Project and award a construction agreement to Monterey Peninsula Engineering for an amount not to exceed \$521,900.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby establish a 15% construction contingency for a total project construction amount not to exceed \$600,185.00; and authorize the City Manager to execute the construction agreement and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 15th day of August, 2024, by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

August 25, 2024

City Council Regular Meeting

Item 8H

[Attachment 2 – Construction Plans](#)

August 25, 2024

City Council Regular Meeting

Item 8H

[Attachment 3 – Construction
Specifications](#)

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **15** day of **August, 2024**, by and between **Monterey Peninsula Engineering**, whose place of business is located at **192 Healy Ave., Marina CA 93933** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **24-___** adopted on the **15 day of August, 2024**, awarded to Contractor the following Contract:

CONTRACT NUMBER 212-24-64

STORM DRAIN GRATE UPGRADE PROJECT – PHASE 2

located at

VARIOUS STORM DRAIN/INLET LOCATIONS THROUGHOUT THE CITY OF SEASIDE CA

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum **FIVE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED DOLLARS(\$521,900.00)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **180 Calendar** Days from the Commencement Date and **15 Working** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated **Andrew Sterbenz (Schaaf & Wheeler)** as its Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Architect/Engineer

- A. **Wallace Group** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**4.01 Liquidated Damage Amounts**

- A. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **Five Hundred Dollars (\$500)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

<u>Document</u>	<u>Title</u>
00 0115	List of Drawings, Tables and Schedules
00 1113	Notice Inviting Bids
00 2113	Instructions to Bidders
00 3132	Geotechnical Data and Existing Conditions
00 4113	Bid Form
00 4314	Bidder Registration Form
00 4330	Subcontractor List
00 4513	Statement of Qualifications
00 4519	Non-Collusion Affidavit
00 4546	Bidder Certifications
00 5100	Notice of Award
00 5200	Agreement
00 5500	Notice to Proceed
00 6113.13	Construction Performance Bond
00 6113.16	Construction Labor and Material Payment Bond
00 6290	Escrow Agreement for Security Deposits in Lieu of Retention
00 6325	Substitution Request Form
00 6530	Agreement and Release of Any and All Claims
00 6536	Guaranty
00 7200	General Conditions
00 7316	Supplementary Conditions – Insurance and Indemnification
00 9113	Addenda
01 1100	Summary
01 2000	Measurement and Payment
01 2600	Modification Procedures
01 3119	Project Meetings
01 3230	Progress Schedules and Submittals
01 3300	Submittals
01 4100	Regulatory Requirements
01 4200	References and Definitions
01 7700	Contract Closeout

39	Asphalt Concrete*
52	Reinforcement*
70-5	Miscellaneous Drainage Facilities*
73	Concrete Curbs and Sidewalks*
75-2	Miscellaneous Iron and Steel*
90-2	Minor Concrete*
<i>*2023 Caltrans Standard Specifications</i>	

- 5.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

Interim City Manager

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

Monterey Peninsula Engineering

(Firm/Company Name)

Re: **STORM DRAIN GRATE UPGRADE PROJECT - PHASE 2**, at 69 storm drain/inlet locations throughout the City of Seaside, Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder
NONE		

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary). Quote in figures only, unless words are specifically requested. For a description of grate types (2, 3, 5, 6 [circular]), refer to Section 01 1100, General Requirements, Para. 1.02.

Base Bid

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	LS	1	63,000-	63,000-
2	WATER POLLUTION CONTROL PLAN	LS	1	15,000-	15,000-
3	TRAFFIC CONTROL	LS	1	30,000-	30,000-
4	REMOVE & REPLACE 25" DIAMETER CIRCULAR GRATE	EA	3	5,500-	16,500-
5	REMOVE & REPLACE TYPE 2 AND 3 GRATES - 5.0 SF to 5.5 SF	EA	27	6,000	162,000-
6	REMOVE & REPLACE TYPE 5 GRATE - 2.5 SF to 3.0 SF	EA	16	5,000-	80,000-
7	REMOVE & REPLACE TYPE 5 GRATE - 3.5 SF to 4.0 SF	EA	11	7,800-	85,800-
8	REMOVE & REPLACE TYPE 5 GRATE - 4.0 SF to 4.5 SF	EA	2	5,400-	10,800-
9	REMOVE & REPLACE TYPE 5 GRATE - 6.0 SF to 6.5 SF	EA	1	5,600-	5,600-
10	REMOVE & REPLACE TYPE 5 GRATE - 6.5 SF to 7.0 SF	EA	4	5,800-	23,200-
11	REMOVE & REPLACE TYPE 5 GRATE - 7.5 SF to 8.0 SF	EA	5	6,000-	30,000-
	TOTAL NUMBER OF GRATES:		69		
				TOTAL	521,900-
The TOTAL BASE BID AMOUNT described in words is:					
Five hundred twenty one thousand & nine hundred dollars					
521,900 and 00/100 DOLLARS					
ITEM NO.	ADDITIVE BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
A	PROVIDE NEW DRAINAGE INLET MARKER	EA	10	250-	2,500-

For reference, the following Table 00-4113-1table summarizes the storm drain grates associated with each bid item:

Table 00 4113-1 – Summary of Storm Grates

ITEM NO.	GRATE NUMBERS
4	A9-10, C11-15, D9-42
5	C7-01, C8-08, C8-31, C8-33, C10-08, B9-65, B9-08, B9-33, B9-36, B9-82, C8-03, C8-04, C8-06, C8-18, C8-35, C8-44, C8-47, C9-41, DD7-07, C8-30, B9-83, C7-02, C8-02, B9-58, B9-66, C9-63, B9-18
6	B11-49, B8-13, B9-74, B9-84, B8-25, B8-26, B9-71, B9-79, B8-27, B8-28, B11-14, B9-69, B9-70, B9-75, B9-72, B9-80
7	D11-08, B9-12, B11-06, B11-32, B11-35, B9-13, C9-67, C8-01, C11-13, C11-14, C11-05
8	B10-31, B11-48
9	B11-50
10	C8-11, C8-41, A10-36, B9-43
11	B8-09, C8-07, C8-24, C9-48

(F) – Final Pay item

(N) - Item not subject to unit price adjustments for quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Monterey Peninsula Engineering licensed in accordance with an act for the registration of Contractors, and with license number: 972425, with Expiration: 04/30/2026.

(Place of Incorporation, if Applicable)

(Principal, Name/Title)

(Principal, Name/Title)

(Principal, Name/Title)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

192 Healy Ave, Marina CA 93933

Contractor's Representative(s):

Peter J. Taormina, Manager

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Peter J. Taormina, Manager

(Name/Title)

Paul B. Bruno, Manager

(Name/Title)

James B. Bruno, Manager

(Name/Title)

Bart J. Bruno, Manager

Telephone Number(s):

831-384-4081

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

831-384-5078

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

07/17/2024

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

Peter J. Taormina, Manager

Name / Title

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

MONTEREY PENINSULA ENGINEERING

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the City of Seaside, as obligee, in the penal sum of Ten Percent of the Aggregate Amount of bid Dollars (\$^{10% of the Aggregate}_{Amount of Bid}) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal MONTEREY PENINSULA ENGINEERING's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Storm Drain Grate Upgrade Project – Phase 2 located at various storm drain/inlet locations throughout the City of Seaside, California 93955.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 12th day of July, 2024.
(Month)

(Corporate Seal)

By MONTEREY PENINSULA ENGINEERING

Principal

Name /Title

Peter J. Taormina, ManagerBy THE CONTINENTAL INSURANCE COMPANY

Surety

Vanessa Fong, Attorney-in-Fact

Name /Title

(Corporate Seal)

By Vanessa Fong
Attorney in Fact

N/A

Name /Title

END OF DOCUMENT

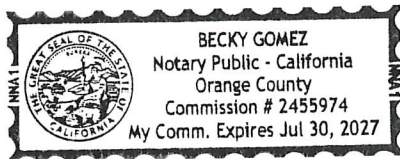
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUL 12 2024 before me, Becky Gomez, Notary Public, personally appeared Vanessa Fong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Becky Gomez
Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Rosa E Rivas, Mary Y Volmar, Samantha Russell, Meghan Hanes, Vanessa Fong, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of September, 2023.



The Continental Insurance Company

Larry A. Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of September, 2023, before me personally came Larry A. Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of JUL 12 2024



The Continental Insurance Company

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry A. Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 08299

Amended

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

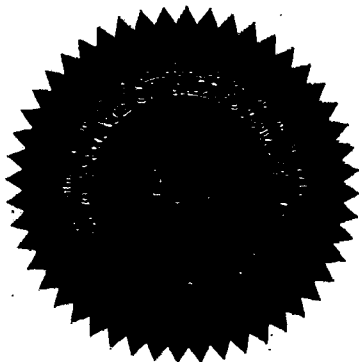
The Continental Insurance Company

of Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th
day of December, 2006, I have hereunto
set my hand and caused my official seal to be affixed this
4th day of December, 2006



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum ~~Deputy~~
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

LIST OF ADMITTED INSURERS
SUBJECT TO THE
IRI-2010 SUPPLEMENTAL FINANCIAL FILING

COMPANY NAME	NAIC NUMBER
COMMONWEALTH ANNUITY AND LIFE INSURANCE COMPANY	84824
COMMONWEALTH INSURANCE COMPANY OF AMERICA	10220
COMMONWEALTH LAND TITLE INSURANCE COMPANY	50083
COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY	12157
COMPASS INSURANCE COMPANY	21989
COMPUTER INSURANCE COMPANY	34711
COMPWEST INSURANCE COMPANY	12177
CONGRESS LIFE INSURANCE COMPANY	73504
CONNECTICUT GENERAL LIFE INSURANCE COMPANY	62308
CONSECO HEALTH INSURANCE COMPANY	78174
CONSECO INSURANCE COMPANY	60682
CONSECO LIFE INSURANCE COMPANY	65900
CONSELHO SUPREMO DA UNIAO PORTUGUEZA DO ESTADO DA CALIFORNIA (U.P.E.C.)	57940
CONSTITUTION INSURANCE COMPANY	32190
CONSTITUTION LIFE INSURANCE COMPANY	62359
CONTINENTAL AMERICAN INSURANCE COMPANY	71730
CONTINENTAL ASSURANCE COMPANY	62413
CONTINENTAL CASUALTY COMPANY	20443
CONTINENTAL GENERAL INSURANCE COMPANY	71404
CONTINENTAL HERITAGE INSURANCE COMPANY	39551
CONTINENTAL INSURANCE COMPANY (THE)	35289
CONTRACTORS BONDING AND INSURANCE COMPANY	37206
CORNERSTONE NATIONAL INSURANCE COMPANY	10783
CORNHUSKER CASUALTY COMPANY	20044
COURTESY INSURANCE COMPANY	26492
CRANBROOK INSURANCE COMPANY	29033
CRESTBROOK INSURANCE COMPANY	18961
CROATIAN FRATERNAL UNION OF AMERICA	56634
CROWN LIFE INSURANCE COMPANY	80675
CRUSADER INSURANCE COMPANY	14010
CSA FRATERNAL LIFE	56138
CSE SAFEGUARD INSURANCE COMPANY	18953
CSI LIFE INSURANCE COMPANY	82880
CUMIS INSURANCE SOCIETY, INC.	10847
CUNA MUTUAL INSURANCE SOCIETY	62626
CYPRESS INSURANCE COMPANY	10855
DALLAS NATIONAL INSURANCE COMPANY, A TEXAS STOCK INSURANCE COMPANY	32271
DANIELSON NATIONAL INSURANCE COMPANY	19269
DARWIN NATIONAL ASSURANCE COMPANY	16624
DEALERS ASSURANCE COMPANY	16705
DEERBROOK INSURANCE COMPANY	37907
DEGREE OF HONOR PROTECTIVE ASSOCIATION	57088
DELAWARE AMERICAN LIFE INSURANCE COMPANY	62634
DELOS INSURANCE COMPANY	35408
DELTA DENTAL INSURANCE COMPANY	81396
DENTEGRA INSURANCE COMPANY	73474
DENTISTS INSURANCE COMPANY (THE)	40975
DEPOSITORS INSURANCE COMPANY	42587
DEVELOPERS SURETY AND INDEMNITY COMPANY	12718
DIAMOND STATE INSURANCE COMPANY	42048
DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY	36463
DOCTORS' COMPANY, AN INTERINSURANCE EXCHANGE (THE)	34495
DOCTORS' LIFE INSURANCE COMPANY (THE)	92444
DONGBU INSURANCE COMPANY, LIMITED (U.S. BRANCH)	12502
DORINCO REINSURANCE COMPANY	33499
EAGLE LIFE INSURANCE COMPANY	13183
EAGLE WEST INSURANCE COMPANY	12890
EASTGUARD INSURANCE COMPANY	14702
ECONOMY FIRE & CASUALTY COMPANY	22926
ELECTRIC INSURANCE COMPANY	21261
EMC NATIONAL LIFE COMPANY	62928
EMCASCO INSURANCE COMPANY	21407

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for Owner, Bidder must:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage complying with Document 00 4513 (Statement of Qualifications).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # 972425

Date: 07/17/2024 Fed I.D. # 91-2080587

Full Corporate Name of Company: Monterey Peninsula Engineering, a Partnership

Street Address: 192 Healy Ave, Marina CA 93933

Mailing Address: PO Box 400, Marina, CA 93933

Phone: 831-384-4081 Fax: 831-384-5078

Name of Principal Contact: Peter J. Taormina, Manager

Type of Business: ☐ Sole Proprietor ☒ Partnership
☐ Non-Profit 501(c)(3) ☐ Corporation
☐ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: Travelers Property Casualty Company of America / Aon Risk Insurance Services West, Inc.

Address: 707 Wilshire Blvd., Ste. 2600, Los Angeles CA 90017

Phone and Fax: Attn: Alexander Dam 713-732-7178

Policy Number: UB8K3302932326G

General Liability:

Carrier: The Travelers Indemnity Co. of CT / Aon Risk Insurance Services West, Inc.

Address: 707 Wilshire Blvd., Ste. 2600, Los Angeles CA 90017

Phone and Fax: Attn: Alexander Dam 713-732-7178

Policy Number: DT22CO4A202118TCT23

Policy Limits: \$ Per Occurrence: \$2M / Aggregate: \$4M

A.M. Best Rating: A++XV

Automobile Liability:

Carrier: The Travelers Indemnity Co. of CT / Aon Risk Insurance Services West, Inc.

Address: 707 Wilshire Blvd., Ste. 2600, Los Angeles CA 90017

Phone and Fax: Attn: Alexander Dam 713-732-7178

Policy Number: 810-2N939914-23-26-G

Policy Limits: \$ 1M

A.M. Best Rating: A++XV

All-risk Course of Construction (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance and Indemnification]):

Carrier: XL Specialty Insurance Company / Aon Risk Insurance Services West, Inc.

Address: 6778 Washington Blvd., 10th Floor, Ste. 1000, Stamford, CT 06901 / 707 Wilshire Blvd., Ste. 2600, Los Angeles CA 90017

Phone and Fax: Attn: Alexander Dam 713-732-7178

Policy Number: UM00161299MA23A

Policy Limits: \$ 15M

A.M. Best Rating: A+XV

Professional Liability (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance and Indemnification]):

Carrier: Berkley Assurance Company / Aon Risk Insurance Services West, Inc.

Address: 707 Wilshire Blvd., Ste. 2600, Los Angeles CA 90017

Phone and Fax: Attn: Alexander Dam 713-732-7178

Policy Number: PCADB-5022740-0823

Policy Limits: \$ 4M

A.M. Best Rating: A+XV

**Pollution Legal Liability Insurance (if applicable, as required by Document 00 7316
[Supplementary Conditions – Insurance and Indemnification]):**

Carrier: Berkley Assurance Company / Aon Risk Insurance Services West, Inc.

Address: 180 Glastonbury Blvd., Ste. 402 / 707 Wilshire Blvd., Ste. 2600, Los Angeles CA 90017

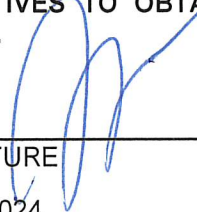
Phone and Fax: Attn: Alexander Dam 713-732-7178

Policy Number: PCADB-5022740-0823

Policy Limits: \$ 10M

A.M. Best Rating: A+XV

**BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING
INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND
REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE
INFORMATION.**


SIGNATURE

Peter J. Taormina, Manager

07/17/2024

DATE

SAFETY EXPERIENCE

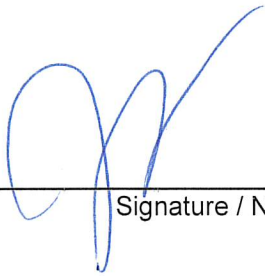
The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.
2023 0.68 2022 0.65 2021 0.62
2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:
 - a. Number of lost workday cases 2
 - b. Number of medical treatment cases 2
 - c. Number of fatalities 0
3. Employee hours worked last year 165,233
4. State the name of Bidder's safety engineer/manager: Paul B. Bruno

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By:  _____
Signature / Name

Its: Peter J. Taormina, Manager
Title

Date 07/17/2024

END OF DOCUMENT

DOCUMENT 00 4330

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.	Public Works Contractor Registration NO.	Value of Work (\$)

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

Subcontractors List

00 4330 - 1 Storm Drain Grate Upgrade Project – Phase 2
City of Seaside

DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

- A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.
- B. The prime contractor must possess a "Class A – General Engineering" contractor's license as stated in Document 00 1113. This contractor must have a minimum five (5) years experience as a continuously operating entity engaged in the performance of similar work and successfully completed at least three (3) storm drain projects over the last five (5) years.
- C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed one (1) storm drain grate installation or replacement project of a similar nature and complexity, with a contract dollar amount of at least 75% of the amount of Bidder's Bid.

1.02 Measurement.

- A. Bidder's compliance with the minimum qualification requirements will be measured by Bidder's experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
- B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor's supervisory personnel.
- C. The qualifications of the Key Personnel are to be submitted with the Statement of Qualifications ("SOQ"), by providing the information described in this Document 00 4513.

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

- A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals:

- A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment "A".
- B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
- C. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and Material Payment Bond), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.
- D. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from

an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

2.03 Format.

- A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).
- B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

Partnership Structure Outline

Monterey Peninsula Engineering, a California general partnership, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation. For the most part, the business has been in operation on central coast with the same management team since the 1980's. In 2000, a restructuring took place for succession and tax planning purposes. At that time, the original corporation entered into partnership with a new entity comprised solely of three officers of the existing corporation.

The Monterey Peninsula Engineering, a partnership <<< The contracting entity
EIN 91-2080587
P.O. Box 2317
Monterey, CA 93942

Its Partners -

Monterey Peninsula Engineering, Inc. <The "original" March 1980 Corporation
50% Partner, EIN 94-2697245

Officers -

Bart J. Bruno, President

James B. Bruno, Vice President

Peter J. Taormina, Vice President

Paul B. Bruno, Secretary/Treasurer

MPE Management Group, Inc. <<< The "new" June 2000 management group
50% Partner, EIN 77-0554281

Officers -

Paul B. Bruno, President

James B. Bruno, Vice President

Peter J. Taormina, Secretary/Treasurer

Bart J. Bruno -

President, 1980 - Current

Responsible for overseeing coordination of all business activities

Peter J. Taormina -

Manager, VP of Engineering & Estimating, 1987-Current

Responsible for overseeing operations related to engineering, estimating, and project management.

James B. Bruno -

Manager, VP of Operations, 1981-Current

Responsible for all field operations, including project management and coordination. In charge of hiring, equipment acquisition and field safety issues.

Paul B. Bruno, CPA -

Manager, Chief Financial Officer, 1988-Current

Responsible for all finance, risk management and administrative duties. Oversees personnel matters and administers Company's safety program.



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

SIGNATURE AUTHORITY for PARTNERSHIP

Monterey Peninsula Engineering, a California general partnership, CSLB #972425, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation.

Section 6, Other Matters, of the Statement of Partnership Authority filed with the California Secretary of State provides that:

"Any officer of either general partner, Monterey Peninsula Engineering, Inc, and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to the conduct business and affairs of Monterey Peninsula Engineering, a general partnership."

The Officers of the two partner corporations are as follows –

Monterey Peninsula Engineering Inc.

Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

MPE Management Group, Inc

Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

Any Officer listed above of either Partner entity sign on behalf of the Partnership and can act as a Manager of the partnership.

Attachments

- Statement of Partnership Authority filed with Secretary of State, March 21, 2002
- MPE Management Group Corporate Resolution of Signature Authority
- Monterey Peninsula Engineering Corporate Resolution of Signature Authority



State of California

Secretary of State

Bill Jones

Form GP-1

STATEMENT OF PARTNERSHIP AUTHORITY

IMPORTANT-- Read instructions on back before completing form.

1. NAME OF PARTNERSHIP
MONTEREY PENINSULA ENGINEERING

2. STREET ADDRESS OF CHIEF EXECUTIVE OFFICE
192 HEALY AVENUE

CITY/STATE/COUNTRY
MARINA, CA USA

ZIP CODE
93933

3. STREET ADDRESS OF A CALIFORNIA OFFICE, IF ANY
CITY
CA

ZIP CODE

4. ☒ A. LIST THE FULL NAMES AND MAILING ADDRESSES OF ALL PARTNERS (ATTACH ADDITIONAL PAGES, IF NECESSARY) OR: ☐ B. STATE THE FULL NAME AND MAILING ADDRESS OF AN AGENT APPOINTED AND MAINTAINED BY THE PARTNERSHIP WHO WILL MAINTAIN A LIST OF THE NAMES AND MAILING ADDRESSES OF ALL PARTNERS.

NAME: MONTEREY PENINSULA ENGINEERING, INC.
ADDRESS: 192 HEALY AVE
CITY: MARINA STATE/COUNTRY: CA ZIP CODE: 93933
NAME: MPE MANAGEMENT GROUP INC.
ADDRESS: 192 HEALY AVE
CITY: MARNIA STATE/COUNTRY: CA ZIP CODE: 93933

NAME:
ADDRESS:
CITY:
STATE/COUNTRY:
ZIP CODE:

5. NAMES OF ALL PARTNERS AUTHORIZED TO EXECUTE INSTRUMENTS TRANSFERRING REAL PROPERTY HELD BY THE PARTNERSHIP (ATTACH ADDITIONAL PAGES, IF NECESSARY)

PARTNER NAME: MONTEREY PENINSULA ENGINEERING, INC. PARTNER NAME:
PARTNER NAME: MPE MANAGEMENT GROUP INC. PARTNER NAME:
PARTNER NAME: PARTNER NAME:



6. OTHER MATTERS, IF ANY: (ATTACH ADDITIONAL PAGES, IF NECESSARY)

Any officer of either general partner, Monterey Peninsula Engineering, Inc. and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to conduct the business and affairs of Monterey Peninsula Engineering, a general partnership.

7. NUMBER OF PAGES ATTACHED, IF ANY: NONE

8. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF PARTNER
MONTEREY PENINSULA ENGINEERING, INC.
BY BART J BRUNO, PRESIDENT
TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED
12/19/02
MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTED

SIGNATURE OF PARTNER
MPE MANAGEMENT GROUP INC.
BY PAUL J BRUNO, PRESIDENT
TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED
12/19/02
MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTED

9. RETURN TO:

NAME: LOMBARDO & GILLES
ADDRESS: 318 CAYUGA STREET
CITY: SALINAS

STATE/COUNTRY: CA

ZIP CODE: 93901

For Secretary Of State Use

302002085012

FILE #

DOCUMENT #

9575

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAR 21 2002

BILL JONES, Secretary of State

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas MPE Management Group is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any one of the following officers

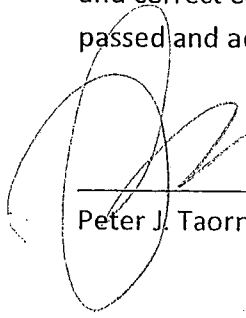
Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

of the MPE Management Group be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

I, Peter J. Taormina, Secretary of MPE Management Group, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.



Peter J. Taormina, Secretary

5 / 22 / 17

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas Monterey Peninsula Engineering is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any one of the following officers

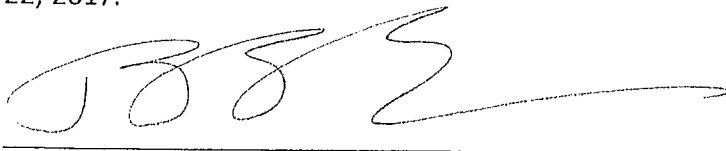
Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

of the Monterey Peninsula Engineering be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

I, Paul B. Bruno, Secretary of MPE Monterey Peninsula Engineering, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.



Paul B. Bruno, Secretary

5/22/17

ATTACHMENT "A" – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2113 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

Company Name: Monterey Peninsula Engineering

Owner of Company: Please see attached partnership structure

Contact Person: Peter J. Taormina, Manager

Address: 192 Healy Ave, Marina CA 93933

Phone: 831-384-4081 Fax: 831-384-5078

Address: 192 Healy Ave, Marina CA 93933

Department of Industrial Relations (DIR) Registration No.: 1000000094

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes ☒ No ☐
2. Does Bidder have a minimum of \$2,000,000 liability insurance coverage? Yes ☒ No ☐
3. Has Bidder's License been revoked at any time in the last five years? Yes ☐ No ☒
4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ☐ No ☒
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ☐ No ☒

Bidder may be disqualified if any answer to questions 1 or 2 is No.

Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

Key Personnel

Peter J. Taormina

Principal, Engineering & Estimating

Peter is responsible for overseeing activities related to engineering, estimating, and contract negotiations. He also heads up the company's development activities. Peter joined the firm in 1987 upon graduation from Cal Poly State University, San Luis Obispo, where he earned a Bachelor of Science in Civil Engineering. Peter holds a State of California, Contractors State "B" (General Building) License.

James B. Bruno

Principal, Construction Operations

Jim joined the firm in 1981. He has a broad range of skills and experience that spans across all aspects of the construction business. He is responsible for all field operations, including project management and coordination. Other duties include hiring, overseeing equipment acquisition and maintenance, and monitoring project safety in the field. Jim holds a State of California, Contractors State "A" (General Engineering) License.

Paul B. Bruno, CPA

Principal, Chief Financial Officer/Administration

Paul is responsible for all finance, risk management, legal and administrative duties. He oversees accounting, personnel, and administers MPE's safety program. He is the author/administrator of the Company's Accident Prevention and Safety program. Paul also heads up the firm's public/governmental relations. A graduate of Cal Poly State University, San Luis Obispo, he came on board in 1989. Prior to joining MPE, Paul worked at Deloitte, Haskins & Sells, an international accounting firm.

Tommy Souza

Superintendent

Tommy is MPE's General Superintendent. He is responsible for supervising multiple project crews, coordinating field activities along with oversight of daily dispatching. He graduated in 1995 from Cuesta Jr College with a focus on Construction Management and has worked as a Superintendent/Foreman in heavy construction since graduation.

Bart J. Bruno

Project Manager

Bart is responsible for project management support and coordinating field activities. He interacts with both the client and various members of our project team. Bart's assignments often involve estimating, contract negotiations, subcontract management and correspondence. Bart is a graduate of California State University, Monterey Bay with a Bachelor of Science in Business Administration. Bart joined our firm in 2009.

BART BRUNO

Project Manager, Monterey Peninsula Engineering
192 Healy Ave., Marina, CA 93933 · C: 831-277-5917 O: 831-384-4081
bart@mpe2000.com

INTRODUCTION

Seasoned construction project manager with more than 18 years of experience and an extended record of success managing multi-million-dollar infrastructure projects in both the private and public sectors on the Central Coast. Consistently surpasses project goals by emphasizing hands-on involvement and in-person interaction with all stakeholders. A comprehensive knowledge of all construction phases and aspects, offering a well-rounded acumen in the construction industry.

RESPONSIBILITIES

- Plan, direct, coordinate, and budget construction activities
- Oversee project organization, scheduling, and implementation
- Work with client to resolve construction matters
- Analyze, prepare, submit, and negotiate cost estimates and change orders

PROFESSIONAL EXPERIENCE

JUNE, 2004 - DECEMBER, 2010

ESTIMATING/PROJECT MANAGEMENT ASSISTANT
MONTEREY PENINSULA ENGINEERING

DECEMBER, 2010 - PRESENT

PROJECT MANAGER/ESTIMATOR
MONTEREY PENINSULA ENGINEERING

RECENT PROJECTS

JANUARY, 2018 - OCTOBER, 2019

MAIN AVENUE AND MADRONE PIPELINE RESTORATION PROJECT
SANTA CLARA VALLEY WATER DISTRICT
CONTRACT VALUE: \$10.7 MILLION

PROJECT DESCRIPTION:

- Furnish, install, and test approximately 2,800 LF of 36", 6,500 LF of 30", and 4,900 LF of 24" diameter High Density Polyethylene (HDPE) pipeline and associated appurtenances;
- Furnish, install, and test above- and below-grade and vaulted pipeline appurtenances and associated lateral piping, structures, foundations, and all other related work
- Coordinate, furnish, and install connections with PG&E and Pacific Bell;
- Furnish, install and test electrical, instrumentation and control systems for the energy dissipation vaults and chemical feed structure;

- Furnish, install and test flocculation and sedimentation chemical injection system, including tanks, pumps, containment, injections, and control systems;
- Furnish and install supervisory control and data acquisition (SCADA) system;
- Furnish, install, and test all cathodic protection systems and associated components;

JULY, 2019 - MARCH, 2021

SALINAS COMMUTER RAIL STATION PACKAGE 1

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

CONTRACT VALUE: \$8.2 MILLION

PROJECT DESCRIPTION:

- Demolition, grading, drainage, paving, curbs, sidewalks, retaining wall, lighting, traffic signal modification, water line relocations, signing, striping, planting, irrigation, station furnishings as required to construct new Salinas Commuter Rail Station parking lot.

MARCH, 2020 – JUNE, 2021

MAIN STREET STREETSCAPE

CITY OF SALINAS

CONTRACT VALUE: \$8.1 MILLION

PROJECT DESCRIPTION:

- Removal and salvage or disposal of existing improvements; roadway and pavement reconstruction, construction of curb and gutter, sidewalk, ADA compliant pedestrian access ramps, drainage improvements, lighting improvements, electrical improvements, utility trenching, landscape and irrigation improvements; signing and marking; traffic signal modifications; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

JULY, 2020 - PRESENT

REGIONAL URBAN WATER AUGMENTATION PROJECT

MARINA COAST WATER DISTRICT

CONTRACT VALUE: \$10.5 MILLION

PROJECT DESCRIPTION:

- Furnish, install, and test approximately 5 miles of 8" to 16" diameter ductile iron and polyvinyl chloride recycled water and potable water pipeline in paved and non-paved roadways and easements, connecting to existing pipelines, pipeline valves and appurtenances, a HDD bore trenchless section, twelve pressure reducing stations, and roadway paving for a complete in-place operational system.

JANUARY, 2021 - PRESENT

LOWER STILLWELL REDEVELOPMENT

CLARK REALTY GROUP

CONTRACT VALUE: \$8.4 MILLION

PROJECT DESCRIPTION:

- Demolition, rough grading, finish grading, over-excavation, street paving, curb and gutter, public sidewalks, aprons, alleys and driveways, baserock, sanitary sewer, water mains and laterals, storm

sewer, SWPPP BPMs, erosion control and dust control etc. in order to provide a complete sitework package for the construction of a 100 plus unit subdivision.

OCTOBER, 2021 - PRESENT

GENERAL JIM MOORE BLVD. PARALLEL PIPELINE

CALIFORNIA AMERICAN WATER

CONTRACT VALUE: \$5.5 MILLION

PROJECT DESCRIPTION:

- Furnish, install, and test approximately 7,005 LF of 36" waterline and appurtenances along General Jim Moore Boulevard between Hilby Avenue to existing 36" transfer pipeline near the California American Water Paralta Well Site just south of Coe Avenue.

EDUCATION

HIGH SCHOOL DIPLOMA, 2004

PALMA HIGH SCHOOL

SALINAS, CA

BACHELOR'S DEGREE IN BUSINESS ADMINISTRATION, 2010

CALIFORNIA STATE UNIVERSITY MONTEREY BAY

SEASIDE, CA

Sean Xavier

Underwriter

Telephone: 415-932-7566

Email: sean.xavier@cnasurety.com

July 12, 2024

City of Seaside

440 Harcourt Ave

Seaside, California 93955

Re: Storm Drain Grate Upgrade Project - Phase 2

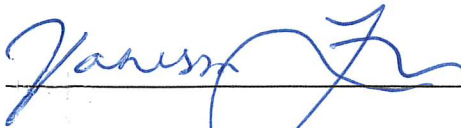
To whom it may concern,

We are providing this information at the request of Monterey Peninsula Engineering for the purposes of prequalification. The Continental Insurance Company, a writing company of C N A surety, is an admitted surety (approved by the California Department of Insurance) and authorized to issue surety bonds in the State of California. The Continental Insurance Company is rated "A" by A.M. Best and is an approved surety on Federal bonds under Title 31 of the United States Code per U.S. Treasury Department Circular 570 effective, July 8, 2021.

The Continental Insurance Company has been providing surety bonds for Monterey Peninsula Engineering since 1998 and has not had to pay any claims under the performance and payment bonds executed on our behalf. We have approved bonds for them covering single projects in excess of \$20,000,000 and potential aggregate work programs of \$70,000,000. At this current time, Monterey Peninsula Engineering has the sufficient bond capacity to support the aforementioned project.

We continue to be confident in Monterey Peninsula Engineering's ability to perform and we recommend them for your favorable consideration. Our consideration and issuance of bonds is a matter solely between Monterey Peninsula Engineering and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

The Continental Insurance Company

By: 

Vanessa Fong, Attorney-in-Fact

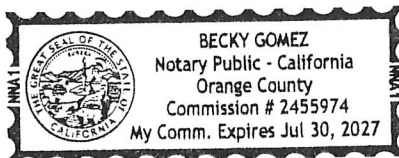
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUL 12 2024 before me, Becky Gomez, Notary Public, personally appeared Vanessa Fong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Becky Gomez
Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Rosa E Rivas, Mary Y Volmar, Samantha Russell, Meghan Hanes, Vanessa Fong, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of September, 2023.



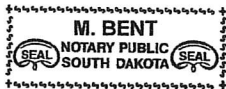
The Continental Insurance Company

Larry A. Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of September, 2023, before me personally came Larry A. Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of



The Continental Insurance Company

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry A. Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 08299

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

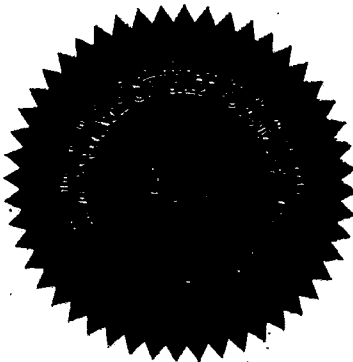
The Continental Insurance Company

of Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th
day of December, 2006, I have hereunto
set my hand and caused my official seal to be affixed this
4th day of December, 2006



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum, Deputy
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

LIST OF ADMITTED INSURERS
SUBJECT TO THE
IRI-2010 SUPPLEMENTAL FINANCIAL FILING

COMPANY NAME	NAIC NUMBER
COMMONWEALTH ANNUITY AND LIFE INSURANCE COMPANY	84824
COMMONWEALTH INSURANCE COMPANY OF AMERICA	10220
COMMONWEALTH LAND TITLE INSURANCE COMPANY	50083
COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY	12157
COMPASS INSURANCE COMPANY	21989
COMPUTER INSURANCE COMPANY	34711
COMPWEST INSURANCE COMPANY	12177
CONGRESS LIFE INSURANCE COMPANY	73504
CONNECTICUT GENERAL LIFE INSURANCE COMPANY	62308
CONSECO HEALTH INSURANCE COMPANY	78174
CONSECO INSURANCE COMPANY	60682
CONSECO LIFE INSURANCE COMPANY	65900
CONSELHO SUPREMO DA UNIAO PORTUGUEZA DO ESTADO DA CALIFORNIA (U.P.E.C.)	57940
CONSTITUTION INSURANCE COMPANY	32190
CONSTITUTION LIFE INSURANCE COMPANY	62359
CONTINENTAL AMERICAN INSURANCE COMPANY	71730
CONTINENTAL ASSURANCE COMPANY	62413
CONTINENTAL CASUALTY COMPANY	20443
CONTINENTAL GENERAL INSURANCE COMPANY	71404
CONTINENTAL HERITAGE INSURANCE COMPANY	39551
CONTINENTAL INSURANCE COMPANY (THE)	35289
CONTRACTORS BONDING AND INSURANCE COMPANY	37206
CORNERSTONE NATIONAL INSURANCE COMPANY	10783
CORNHUSKER CASUALTY COMPANY	20044
COURTESY INSURANCE COMPANY	26492
CRANBROOK INSURANCE COMPANY	29033
CRESTBROOK INSURANCE COMPANY	18961
CROATIAN FRATERNAL UNION OF AMERICA	56634
CROWN LIFE INSURANCE COMPANY	80675
CRUSADER INSURANCE COMPANY	14010
CSA FRATERNAL LIFE	56138
CSE SAFEGUARD INSURANCE COMPANY	18953
CSI LIFE INSURANCE COMPANY	82880
CUMIS INSURANCE SOCIETY, INC.	10847
CUNA MUTUAL INSURANCE SOCIETY	62626
CYPRESS INSURANCE COMPANY	10855
DALLAS NATIONAL INSURANCE COMPANY, A TEXAS STOCK INSURANCE COMPANY	32271
DANIELSON NATIONAL INSURANCE COMPANY	19269
DARWIN NATIONAL ASSURANCE COMPANY	16624
DEALERS ASSURANCE COMPANY	16705
DEERBROOK INSURANCE COMPANY	37907
DEGREE OF HONOR PROTECTIVE ASSOCIATION	57088
DELAWARE AMERICAN LIFE INSURANCE COMPANY	62634
DELOS INSURANCE COMPANY	35408
DELTA DENTAL INSURANCE COMPANY	81396
DENTEGRA INSURANCE COMPANY	73474
DENTISTS INSURANCE COMPANY (THE)	40975
DEPOSITORS INSURANCE COMPANY	42587
DEVELOPERS SURETY AND INDEMNITY COMPANY	12718
DIAMOND STATE INSURANCE COMPANY	42048
DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY	36463
DOCTORS' COMPANY, AN INTERINSURANCE EXCHANGE (THE)	34495
DOCTORS' LIFE INSURANCE COMPANY (THE)	92444
DONGBU INSURANCE COMPANY, LIMITED (U.S. BRANCH)	12502
DORINCO REINSURANCE COMPANY	33499
EAGLE LIFE INSURANCE COMPANY	13183
EAGLE WEST INSURANCE COMPANY	12890
EASTGUARD INSURANCE COMPANY	14702
ECONOMY FIRE & CASUALTY COMPANY	22926
ELECTRIC INSURANCE COMPANY	21261
EMC NATIONAL LIFE COMPANY	62928
EMCASCO INSURANCE COMPANY	21407



Aon Risk Insurance Services West, Inc.
Market Street, Suite 2800
San Francisco, CA 94105

+1 415 535 2610
dominic.c.ashley@aon.com

July 16th, 2024

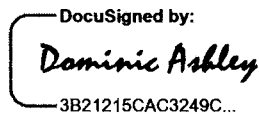
Monterey Peninsula Engineering
192 Healy Ave
Marina, CA 93933

RE: Storm Drain Grate Upgrade Project – Phase 2

To Whom It May Concern,

As the Broker of Record for Monterey Peninsula Engineering, Aon Risk Insurance Services West, Inc. can confirm that Monterey Peninsula Engineering can comply with the insurance requirements outlined in the Storm Drain Grate Upgrade Project – Phase 2 bid documents as provided to Aon by the Insured.

Sincerely,

DocuSigned by:

3B21215CAC3249C...

Dominic Ashley
Account Executive

**PART B: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR
CLASS A LICENSURE**

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

List at least three projects of similar size and scope to the Work of the Contract, completed in the past five (5) years, and indicate who were the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C.

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler
		Please see attached			

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: Bart Bruno

Project Superintendent: Jim Bruno

Project Scheduler: Peter J. Taormina

Monterey Peninsula Engineering: Part B Experience

Project Name:	4TH ST INFRASTRUCTURE IMPROVEMENT PROJECT
Location:	Hollister, CA
Owner:	City of Hollister
Owner Contact:	David Rubalc
Architect or Engineer Name:	San Benito Engineer & Surveying, Inc.
Architect or Engineer Contact:	(831) 637-2763
Construction Manager:	Bart Bruno (831) 384-4081
Project Description:	The work includes the installation of a new 12" waterline and new 36" storm drain line on Fourth St, a new 24" storm drain line on College St, and a new 24" storm drain line on Powell St. The new line will be tied to existing lines in Fourth, Line, Mapleton and College Streets, and the existing 8" line will be capped and abandoned in place. Two new fire hydrants will be installed, and all water services and meter boxes along the new water line will be replaced. New curb, gutter, driveways and ramps will be installed on Fourth St. with and add/alternate for new sidewalk. New curb ramps and curb inlets will be installed as indicated at the intersection of Fifth and College Streets and Powell and Sixth St.
Initial Contract Value:	\$2,201,266.25
Final Cost of Construction:	\$2,671,853.84
Original Scheduled Completion Date:	April-18
Time Extensions Granted:	YES
Actual Date of Completion:	April-19
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	MTRY BAY MILITARY HOUSING--LOWER STILLWELL NEIGHBORHOOD PH 1 SITEWORK
Location:	Seaside, CA
Owner:	Clark Realty Builders LP
Owner Contact:	Tyler Tretman 831-583-2722
Architect or Engineer Name:	Whitson Civil Engineering Land Surveying
Architect or Engineer Contact:	831-649-5225
Construction Manager:	Bart Bruno (831) 384-4081
Project Description:	Demolition, rough grading, finish grading, over-excavation, street paving, curb and gutter, all public sidewalks, all aprons, all alleys and driveways, baserock, sanitary sewer, water mains and laterals, storm sewer, SWPPP BPMs, erosion control and dust control etc.
Initial Contract Value:	\$7,990,492.00
Final Cost of Construction:	\$8,668,952.00
Original Scheduled Completion Date:	01/23/21
Time Extensions Granted:	YES
Actual Date of Completion:	10/01/22
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	MAIN STREET STREETScape IMPROVEMENTS PROJECT 9230
Location:	Salinas, CA.
Owner:	City of Salinas
Owner Contact:	Patrick Fung 831-758-7433
Architect or Engineer Name:	Kimley Horn
Architect or Engineer Contact:	619-234-9411
Construction Manager:	Bart Bruno
Project Description:	Surveying and construction staking; removal and salvage or disposal of existing improvements; roadway and pavement reconstruction, construction of curb and gutter, sidewalk, ADA compliant pedestrian access ramps, drainage, lighting, and electrical improvements, utility trenching, landscape and irrigation improvements; signing and marking; traffic signal modifications; and all incidental and appurtenant improvements and restorations
Initial Contract Value:	\$7,896,492.00
Final Cost of Construction:	\$8,044,915.81
Original Scheduled Completion Date:	03/01/20
Time Extensions Granted:	YES
Substantial Date of Completion:	01/01/22
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01C. If a separate sheet is used, it must contain all of the following information:

1. Project Name: Please see attached
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

 Total Construction Cost: _____
 Total Change Order Amount: _____
 Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.
 Original Scheduled Date of Completion: _____
 Time Extensions Granted (number of Days): _____
 Actual Date of Completion: _____
 Number of Stop Notices filed by Subcontractors or Suppliers: _____
2. Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone): _____
 Architect/Engineer: _____
 Architect/Engineer Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

 Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone): _____

Architect/Engineer: _____

Architect/Engineer Contact (name and phone number): _____

Const. Mgr. or Project Mgr. (name and phone number): _____

Description of Project, Scope of Work Performed: _____

Total Construction Cost: _____

Total Change Order Amount: _____

Did Change Orders exceed 10% of original contract sum? _____ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by Subcontractors or Suppliers: _____

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

Peter J. Taormina, Manager

TITLE

END OF DOCUMENT

Monterey Peninsula Engineering: Recent Projects

Project Name: **SALINAS COMMUTER RAIL STATION PACKAGE 1**
Location: Salinas, CA.
Owner: Transportation Agency for Monterey County
Owner Contact: Laurie Williamson 831-775-4415
Architect or Engineer Name: HDR
Architect or Engineer Contact: 925-974-2500
Construction Manager: Bart Bruno 831-384-4081
Project Description: Demolition, Grading, Drainage, Paving, Curbs, Sidewalks, Retaining Wall, Lighting, Traffic Signal Modification, Water Line Relocations, Signing, Striping, Planting, Irrigation, Station Furnishings.
Initial Contract Value: \$7,487,989.00
Change Order Amount: \$704,558.28
Original Scheduled Completion Date: 07/01/19
Time Extensions Granted: YES
Actual Date of Completion: 02/01/21
Stop Notices or Liens: NONE
Liquidated Damages: NONE

Project Name: **DOWNTOWN COMPLETE STREETS IMPROVEMENTS**
Location: Salinas, CA
Owner: City of Salinas
Owner Contact: Andrew Easterling (831) 758-7241
Architect or Engineer Name: City of Salinas
Architect or Engineer Contact: (831) 758-7381
Construction Manager: Bart Bruno (831) 384-4081
Project Description: Construction of curb and gutter, sidewalk, ADA compliant pedestrian access ramps; installation of a traffic signal equipment, poles, cabinets, pole foundations, cabinets foundations, mast-arms, luminaires, at 11 signalized intersections; installation of striping, signage, communication infrastructure and all incidental and appurtenant improvements and restorations specified.
Initial Contract Value: \$7,324,483.99
Change Order Amount: \$0.00
Original Scheduled Completion Date: 12/01/20
Time Extensions Granted: YES
Actual Date of Completion: 04/01/21
Stop Notices or Liens: NONE
Liquidated Damages: NONE

Project Name: **FIRST STREET WATER UTILITY IMPROVEMENTS**
Location: Gilroy, CA
Owner: City of Gilroy
Owner Contact: Girum Awoke: 408-846-0260 / Email:
Architect or Engineer Name: City of Gilroy
Architect or Engineer Contact: 408-846-0451
Construction Manager: Bart Bruno: 831-384-4081 / Email: Bart@mpe2000.com
Project Description: Install 8,050 LF of 24" Pipe. Install new water mains, valves and hydrants, tie-in of new mains to existing, replace service laterals, replace water meters and water meter boxes.
Initial Contract Value: \$5,432,041.00
Change Order Amount: \$1,227,063.00
Change Order >10%: Change of conditions added to scope.
Original Scheduled Completion Date: 07/01/19
Time Extensions Granted: YES
Actual Date of Completion: 10/30/19
Stop Notices or Liens: NONE
Liquidated Damages: NONE

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____ Manager
(Office of Affiant)

of _____, the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

(Name of Bidder)

(Signature of Principal)

(Name / Title of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

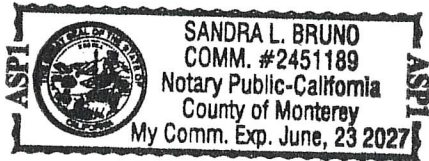
END OF DOCUMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey

Subscribed and sworn to (or affirmed) before me on this 17th
day of July, 2024, by Peter J. Taormina

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read "Sandra L. Bruno", written over a horizontal line.

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects. Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Bidder shall maintain a current DIR registration for the duration of the project.

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

By my signature hereunder, as the Contractor, I certify that I am aware of Section 1771.4 of the California Labor Code and that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

JUNE 2024

BIDDER:

Monterey Peninsula Engineering

(Name of Bidder)

Date: 07/17/2024

By:

(Signature)

Name: Peter J. Taormina

(Print Name)

Its: Manager

(Title)

END OF DOCUMENT



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: August 15, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX
INC. FOR ADDITIONAL DESIGN SERVICES FOR SAN PABLO
AVENUE TRAFFIC CALMING PROJECT FOR AN AMOUNT NOT TO
EXCEED \$15,500.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Parmetrix Inc. for additional design services for the San Pablo Avene Traffic Calming Project for an amount not to exceed \$15,500.00.

BACKGROUND

The San Pablo Traffic Calming Project (Project) was included in the FY 2024/2025 Capital Improvement Program. An initial evaluation presented to the Traffic Advisory Committee resulted in a recommendation to the City Council to move forward with further evaluation and design of traffic calming improvements on San Pablo Avenue from Mescal Street to General Jim Moore Boulevard. On December 7, 2023, the City Council approved a Professional Service Agreement (PSA) with Parametrix Inc. (Parametrix) for the San Pablo Traffic Calming Work Plan and Design for an amount not to exceed \$81,610.00. The scope of services and associated budget in the proposal included; project management, traffic data and collision data review, traffic calming toolkit community survey, development of traffic calming plan, base mapping, 65% and 95% construction documents, final bid set plans, specifications and construction cost estimate, bid support, construction coordination, and public outreach.

Over the course of several months, Parametrix developed the traffic calming toolkit

community survey and used the results and existing traffic data and collision history to develop the San Pablo Traffic Calming Conceptual Plan (Plan). The Plan was presented to the Traffic Advisory Committee (TAC) on April 23, 2024. The Plan presented included three sets of speed cushions, a set of flushed and raised median islands, red curbs at intersections, painted curb extensions, two high visibility crosswalks, a speed feedback sign placed for traffic traveling in the westbound direction, centerline and edgeline striping, and a realignment redesign and raised median island between Nadina Street and General Jim Moore Boulevard. With TAC input and community support, Parametrix moved forward with the design and construction documents for the Plan.

The cost for the design documents task was estimated in the PSA prior to the results of the community survey and development of the conceptual plan. The original estimated design costs did not account for multiple concept options for median island designs, community requested bulb outs, feedback signs and mountable rubber curbs or the additional topographic surveys required for the realignment and extensive engineering design effort due to the substantial slope differences for ADA curb ramps at the proposed crosswalk locations. These additional design services exceeded the current cost allocated for the design documents task in the PSA and over the approved contingency amount. The construction documents are 65% complete and will require \$15,500.00 to complete the 95% construction documents, final bid set plans, specifications and construction cost estimate. The remaining budget in Parametrix's PSA has allocated funds for bid support, construction coordination and contingency.

FISCAL IMPACT

The FY 2024/2025 Adopted Budget for Traffic Calming Project is \$1,5839,646.00 for three identified traffic calming projects on San Pablo Avenue, Hilby Avenue, and Baker Street. The total Project PSA budget with Parametrix is \$89,771.00, including a 10% contingency. The proposed amendment to Parametrix's professional services agreement for additional design services is \$15,500.00. This amount exceeds the contingency amount of \$8,161.00. There are enough funds in the Traffic Calming Project account No. 212-8960-9580 to accommodate the additional design services amendment in the amount of \$15,500.00.

ATTACHMENTS

1. Resolution
2. Amendment No. 1
3. Conceptual Plan

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PARAMETRIX INC. FOR ADDITIONAL DESIGN SERVICES FOR THE SAN
PABLO TRAFFIC CALMING PROJECT FOR AN AMOUNT NOT TO EXCEED
\$15,500.00.**

WHEREAS, San Pablo Traffic Calming Project is an approved Capital Improvement Program Project identified in the approved FY 2024/2025 Budget; and

WHEREAS, the existing Professional Service Agreement (PSA) with Parametrix Inc. included project management, traffic data and collision data review, traffic calming toolkit community survey, development of traffic calming plan, base mapping, 65% and 95% construction documents, final bid set plans, specifications and construction cost estimate, bid support, construction coordination, and public outreach; and

WHEREAS, the cost for design document task was estimated in the PSA prior to the results of the community survey and development of the conceptual plan; and

WHEREAS, the conceptual plan included three sets of speed cushions, a set of flushed and raised median islands, red curbs at intersections, painted curb extensions, two high visibility crosswalks, a speed feedback sign placed for traffic traveling in the westbound direction, centerline and edgeline striping, and a realignment and raised median island between Nadina Street and General Jim Moore Boulevard; and

WHEREAS, the original estimated design costs did not account for multiple concept options for median island designs, community requested bulb outs, feedback signs and mountable rubber curbs or additional topographic surveys required for the realignment and extensive engineering design effort due to the substantial slope differences for ADA curb ramps for the proposed crosswalk locations; and

WHEREAS, all these additional design services could not be absorbed by the existing design cost allocated in the PSA and exceed the approved contingency amount; and

WHEREAS, the construction documents are 65% complete and will require \$15,500.00 to complete the 95% construction documents, final bid set plans, specifications and construction cost estimate; and

WHEREAS, the remaining budget in the PSA has been reserved for bid support and construction coordination in the amount of \$13,701.00 including contingency; and

WHEREAS, there is enough funds in the Traffic Calming Project account no. 212-8960-9580 to accommodate the requested \$15,500.00 PSA amendment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an amendment to the professional services agreement with Parametrix Inc. for additional design services for the San Pablo Avenue Traffic Calming Project for an amount not to exceed \$15,500.00 for a total professional services agreement not to exceed \$97,110.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day August, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

CONTRACT AMENDMENT #1

PROFESSIONAL SERVICES

City of Seaside

Date: August 15, 2024

Change Requested by: City/District X Consultant

Contract Date

Project Name

12/07/2023

San Pablo Avenue Traffic Calming Work Plan

To (Consultant): Parametrix Inc., 6001 Shellmound Street Suite 500, Emeryville, CA 94608

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

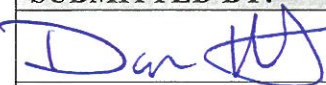
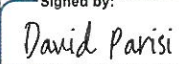
MODIFY the following text in **Section 2, "Services."**

Consultant shall perform the tasks described and set forth in **Exhibit A and A1** attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A and A1**.

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A and A1** attached hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposal.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$81,610.00	\$0	\$15,500.00	\$97,110.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
24 Months	June, 30, 2025	0	June, 30, 2025

SUBMITTED BY:		
	Dan Meewis Recreation Director	8/8/24
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin Interim City Manager	
Signature	Name and Title	Date
CONSULTANT ACCEPTANCE BY:		
 Signed by:	David Parisi Principal Consultant	8/8/2024
DAC9B573C8DA4AA Signature	Name and Title	Date

DATE: July 17, 2024
TO: Leslie Llantero, City of Seaside
FROM: Jimmy Jessup, Parametrix
SUBJECT: Amendment Request for San Pablo Avenue Traffic Calming Project
PROJECT NUMBER: 474-8949-005
PROJECT NAME: San Pablo Avenue Traffic Calming Project

Dear Ms. Llantero,

The purpose of this memorandum is to request additional funds to implement delivery of project plans, specifications, and estimate activities outside the scope of the original Design Professional Service Agreement effective December 7, 2023, between the City of Seaside and Parametrix, Inc. for the San Pablo Avenue Traffic Calming Project. The total additional amount requested to cover the additional services is \$15,500.

A description of services provided in addition to the original scope of work includes the following:

- Concept design of multiple concept options for painted bulb-out and median island design prior to selection of preferred arrangement, whereas the original scope included incorporation of a single concept.
- Additional fee covering the traffic calming design for the portion of San Pablo Avenue between Nadina Street and General Jim Moore Boulevard. After concluding Task 2 “Review of Collision Data, Traffic Volume, Travel Speeds” and Task 3 “Community Survey,” it was decided by the project team to implement more substantial improvements than were envisioned with the original scope. These activities include:
 - Concept design of multiple traffic calming design options with varying hardscape and bicycle facility treatments for consideration prior to selecting final design concept
 - Additional survey subconsultant fee to perform topographic survey for installation of concrete median
 - Engineering design of selected concept including more substantial improvements than were envisioned with the original scope
- Engineering design and specifications of traffic calming elements different than included in the original scope, but that were requested by public input through Task 3 “Community Survey” (e.g. speed feedback sign, painted bulb-outs, mountable rubber curbs).
- Incorporation of detailed engineering plans with the alignment of engineering plans of a separate project for installation of a curb ramp at the northeast corner of San Pablo Avenue and Lincoln Street, the alignment of which required re-engineering of the former concept plans for the median island on the east side of the intersection.



- Alignment of detailed engineering plans with the separate project plans for the Seaside Municipal Water System to Marina Coast Water District Intertie Project, to be executed between Nadina Street and General Jim Moore prior to implementation of the San Pablo Traffic Calming Project.
- Incorporation of curb ramp engineering design with highly sloped sidewalks on San Pablo Avenue, Shawnee Court, and Havana Street. The substantial slope differences between streets at the corners and narrow side street sidewalks at the intersections that were selected by the project team for curb return improvements has required substantially more detailed engineering effort than included in the original engineering estimate.

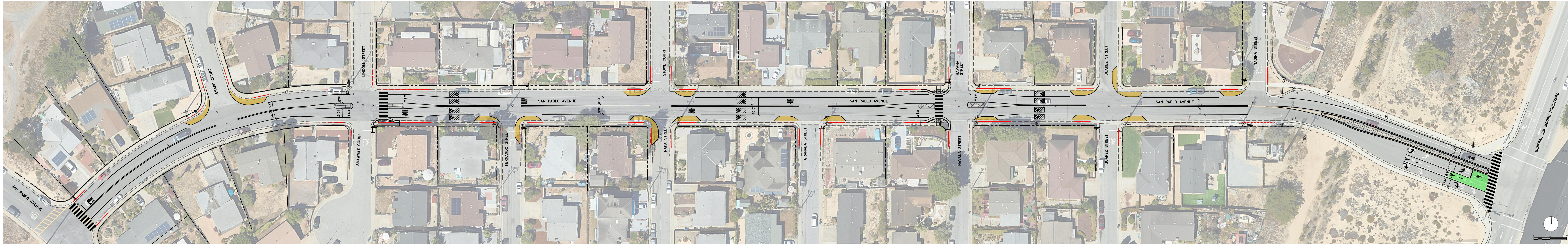
Parametrix appreciates the willingness of the City to initiate an amendment to address this need of \$15,500. Additional funds will be added to Task 5.03: "65% and 95% Plans, Specifications, and Estimates." This request will allow our team to support the City in execution of the important San Pablo Avenue Traffic Calming project.

We appreciate your consideration of this matter.

Best regards,

Jimmy Jessup







CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Mary Gutierrez, Fire Chief
Jessica Riley, Assistant Finance Director

DATE: August 15, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT PIERCE FIRE ENGINE FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$1,032,072.23 FROM GOLDEN STATE FIRE APPARATUS AND AUTHORIZE STAFF TO PROCEED WITH A LEASE-PURCHASE FINANCING

RECOMMENDATION

Approve purchase of a replacement fire engine for the fire department through Golden State Fire Apparatus for the amount of \$1,032,072.23 and authorize staff to proceed with the lease-purchase of the Pierce fire engine.

BACKGROUND

The Fire Department needs to replace a type one engine (E04). The engine in service at this time is a type 1 Pierce. It was purchased in 2007. It is 17 years old. By the time the fire department receives delivery of the engine being requested, the engine will be 20 years old. It currently has 66,994 miles and 7,343.1 engine hours. According to the National Fire Protection Association Guideline 1901 Standard for Automotive Fire Apparatus: "It is recommended that apparatus greater than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status". The type 1 fire engine will take approximately four (4) years to be built and delivered. The engine being replaced will be evaluated at that time for reserve status or whether it should be sold or donated. Due to the fact that fire apparatus idle for a considerable periods of time, engine hours play an important role when making a decision to replace a piece of equipment. (Engine 03 had 96,723.9 miles and 11,091.1 engine hours when it was replaced.)

The fire department received a new Pierce Fire Engine in May of 2024. This Type 1 Fire Engine allowed the fire department to place one of the 2008 engines into reserve status.

The purchase of a second type 1 fire engine is critical to ensuring timely emergency response by ensuring the department has a fleet of appropriate fire apparatus that are mechanically sound and available to respond without mechanical issues.

On August 6, 2024, Golden State Fire Apparatus provided a purchase proposal for one Pierce Manufacturing, Inc. Enforcer 1500 GPM Type 1 Engine for \$1,032,072.23 under Sourcewell contract #113021-OKC. The contract expires September 20, 2024. The contract is attached to this agenda item.

Sourcewell is a Minnesota Service Cooperative governed by Minnesota Statute 123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership.

FISCAL IMPACT

Staff received a quote for a Pierce Fire Engine from Golden State Fire Apparatus, a Sourcewell approved vendor. The cost of the Fire Engine is \$1,032,072.23. This price includes a discount of \$137,984.00 for prepayment at the time of order, sales tax of \$87,182.73, a California Tire fee of \$10.50, and a 100% performance bond cost of \$2,363.00.

The fire engine will be financed over a period of ten (10) years through PNC Equipment Finance on a lease purchase agreement. The annual lease payments will be approximately \$132,151.00 annually. The lease payments plus an additional prepayment amount for the fire engine purchase have been budgeted in the 2024-25 Adopted Budget. Additionally, the lease purchase documents will be presented at the September 5, 2024 meeting.

ATTACHMENTS

1. Seaside Proposal Package
2. Resolution

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

CITY OF SEASIDE

**One (1) Pierce Manufacturing, Inc.
Enforcer 1500 GPM Type 1 Engine**



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- 1** Product Proposal
- 2** Standard Terms and Conditions (Exhibit A)
- 3** Product Specifications (Exhibit B)
 - Supporting Documents (If Applicable)
 - Electrical Analysis
 - Turning Radius Report
- 4** Product Warranties (Exhibit C)
- 5** Dealer Supplied Products and/or Services (Exhibit D)



1 PRODUCT PROPOSAL

OPTION A

100% PRE-PAYMENT

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION,
IT RESULTS IN A SAVINGS OF
(\$151,111.52) OFF
OF THE GRAND TOTAL OF OPTION B

Please note this discount is also available contingent upon a Third Party (Leasing Company) paying 100% of the Grand Total Purchase Price on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:**City of Seaside**1635 Broadway Avenue
Seaside, CA 93955**Sales Consultant**Rich Myers
rich@goldenstatefire.com
Mobile: (831) 251-8931

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
08/06/2024	09/20/2024	70806-24A	951	Pierce Manufacturing Inc.	Sourcewell #113021- OKC, ID #259, Member # 17733

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "**Product**") to CITY OF SEASIDE ("Customer") for consideration. This proposal (this "**Product Proposal**") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "**Terms and Conditions**"); the Product Specifications attached as Exhibit B (the "**Specifications**"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "**Dealer Supplied Products/Services List**") (all of the foregoing, collectively, the "**Agreement**"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "**Executed Date**").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Enforcer 1500 GPM Type 1 Engine	1,080,500.00
B	<i>Pre-Payment Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i>	<i>(137,984.00)</i>
C	SUBTOTAL	942,516.00
D	9.25% State Sales Tax	87,182.73
E	California Tire Fee	10.50
F	100% Performance Bond	2,363.00
G	GRAND TOTAL PURCHASE PRICE	1,032,072.23

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable

amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **35.5 to 38.5 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 08/06/2024, GSFA Proposal Number 70806-24A to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date**ACCEPTED AND AGREED TO BY GSFA**

Signature of Authorized GSFA Representative

Print Name

Title

Date

OPTION B

PAYMENT AT TIME OF DELIVERY OR PICKUP

This will be the price of the Product(s) contingent
upon the Customer paying the Grand Total
Purchase Price to GSFA at time of delivery or pickup
pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:**City of Seaside**1635 Broadway Avenue
Seaside, CA 93955**Sales Consultant**Rich Myers
rich@goldenstatefire.com
Mobile: (831) 251-8931

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
08/06/2024	09/20/2024	70806-24B	951	Pierce Manufacturing Inc.	Sourcewell #113021- OKC, ID #259, Member # 17733

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "**Product**") to CITY OF SEASIDE ("**Customer**") for consideration. This proposal (this "**Product Proposal**") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "**Terms and Conditions**"); the Product Specifications attached as Exhibit B (the "**Specifications**"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "**Dealer Supplied Products/Services List**") (all of the foregoing, collectively, the "**Agreement**"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "**Executed Date**").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Enforcer 1500 GPM Type 1 Engine	1,080,500.00
B	9.25% State Sales Tax	99,946.25
C	California Tire Fee	10.50
D	100% Performance Bond	2,727.00
E	GRAND TOTAL PURCHASE PRICE	1,183,183.75

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "**Grand Total Purchase Price**") to GSFA no later than the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("**Manufacturer**") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **35.5 to 38.5 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 08/06/2024, GSFA Proposal Number 70806-24B to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date**ACCEPTED AND AGREED TO BY GSFA**

Signature of Authorized GSFA Representative

Print Name

Title

Date

2 STANDARD TERMS AND CONDITIONS

Exhibit "A"

STANDARD TERMS AND CONDITIONS

1. Definitions.

- a. **"Agreement"** has the meaning given in the Product Proposal.
- b. **"Customer"** means the customer identified in the Product Proposal.
- c. **"Dealer Preparation,"** if applicable, means additional product(s) and/or services added by GSFA after Manufacturer's completion of the Product and prior to delivery, in accordance with the Dealer Supplied Products/Services List.
- d. **"Delivery Date"** means the Product Completion timeframe plus the Predelivery Service timeframe equals the Delivery Date.
- e. **"Dealer Supplied Products/Services List"** means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
- f. **"Grand Total Purchase Price"** means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
- g. **"GSFA"** means Golden State Fire Apparatus, Inc., a California corporation.
- h. **"Manufacturer"** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- i. **"Party"** or **"Parties"** means GSFA and/or Customer, as applicable.
- j. **"Predelivery Service"** means the Products and/or Services that will be provided by GSFA after transportation of the Product(s) from the manufacturing facility and prior to Final Delivery or Pick-Up.
- k. **"Prepayment Discount"** means a discount to the purchase price for the Product granted to Customer in connection with Customer's advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal).
- l. **"Product"** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- m. **"Product Completion"** means the fire apparatus(es) in the Product Proposal and further described in the Specifications being ready for final inspection by Customer at the manufacturing facility.
- n. **"Product Proposal"** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- o. **"Product Warranties"** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- p. **"Specifications"** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- q. **"Terms and Conditions"** means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the **"Contingency Reserve Fund"**). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer's payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items

or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer's payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a "**Prepayment**") within the time frame specified in the Product Proposal in order to receive such discount. Customer's failure to timely make such Prepayment may result in: (i) GSFA's termination of the Agreement; and/or (ii) Customer's loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA's sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the "**Executed Date**"), GSFA shall submit to Customer a tentative Product completion date (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first served-basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) \$175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time

of delivery and Customer's possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise) by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate such change (either, a "**Change Order**"). For any Change Order submitted by Customer, GSFA will provide Customer a written response (a "**Response**") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion); and (ii) the terms of the modification to the order, including any increase or decrease in the Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility; Increases Imposed by Manufacturer. GSFA shall not be responsible for (i) any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump); or (ii) price increases imposed on GSFA by Manufacturer pursuant to Manufacturer's terms and conditions for sale of the Product (a "**Manufacturer Price Increase**"), after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all associated taxes and fees thereon) for the Product or any Manufacturer Price Increases occurring after the execution of the Agreement which increases the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery. A Manufacturer Price Increase may include, but shall not be limited to, an increase in Product price resulting from an increase in the Producer Price Index of Components for Manufacturing (see www.bls.gov Series ID: WPUID6112) in excess of a compounded annual growth rate of five percent (5%), as measured between the month Manufacturer accepts the applicable Product order and the month that is fourteen (14) months prior to the then-current estimated Product completion date (the foregoing, a "**PPI-Based Price Increase**"). If, upon Customer's receipt of a Change Order reflecting a PPI-Based Price Increase, Customer elects to terminate the applicable Product Order in accordance with Section 8.b.iii rather than pay such increase, then in lieu of the cancellation fees described in Section 9.a hereof GSFA shall be entitled to recover and Customer shall pay GSFA's actual non-reimbursable costs incurred in connection with the Product order through the date of Customer's termination of such Product order.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grant Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer's receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure to execute a Change Order does not alter Customer's obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the "**Product Purchase Price**"); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding

any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer's termination of the Product order ("**Manufacturer Termination Fees**"), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation, as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations

of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental, or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "Event of Default") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, allocation regulations or orders affecting materials, equipment, facilities or completed

products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

CUSTOMER:

To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits, and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS



3 PRODUCT SPECIFICATIONS

Exhibit "B"



Proposal Details Report

8/5/2024

Customer: City of Seaside FD
Representative Myers, Rich
Requirements Manager:
Description: Seaside FD Enforcer Pumper (d
Chassis: Enforcer Chassis
Body: Pumper, Medium, Aluminum, 2nd Gen

Bid Number: 951
Job Number:
Organization: Golden State Fire Apparatus, Inc

OptionCode	Type	Option	ProposalText
0766611		Boiler Plates, Pumper	GSFA is pleased to submit a proposal to the City of Seaside Fire Department for a Pierce® triple combination pumper per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications. PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land. Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market. Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification. In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment. Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment. GENERAL DESIGN AND CONSTRUCTION To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system. QUALITY AND WORKMANSHIP Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality. Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal. In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to ensure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce. To demonstrate the quality of our products and services, a list of at least twenty (20) fire departments/municipalities that have purchased vehicles for a second time is provided. DELIVERY The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered. MANUAL AND SERVICE INFORMATION At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle. SAFETY VIDEO At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. A link to the video is also available on the Pierce Training website. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance. PERFORMANCE TESTS A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The

transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by GSEVS by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within one hundred fifty (150) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operator's manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit: \$1,000,000

UMBRELLA/EXCESS LIABILITY INSURANCE

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate: \$3,000,000

Each Occurrence: \$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

PRODUCT LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence: \$25,000,000

Aggregate: \$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best. All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

0661794	Single Source Compliance	SINGLE SOURCE MANUFACTURER Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.
0584456	Manufacture Location, Appleton, Wisconsin	Your apparatus will be manufactured in Appleton, Wisconsin.
0584452	RFP Location: Appleton, Wisconsin	
0588609	Vehicle Destination, US	
0670275	Unit to be Similar in some Aspects, Excluding Pump Panel	SPECIAL INSTRUCTIONS The apparatus being proposed will be designed and built to match the 39846. However, some variation may be necessary due to changes in our manufacturing processes or our product offering. Revisions in NFPA guidelines and/or other regulations may also affect our ability to match the previous unit.
0764706	SP BMP Truck- Pre-Approval at Bid - Approved Option will be Required at Booking	
0816491	Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	NFPA 2024 STANDARDS This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions. Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus. All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack. A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating. The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications. An official of the company will designate, in writing, who is qualified to witness and certify test results.
0533347	Pumper/Pumper with Aerial Device Fire Apparatus	
0588611	Vehicle Certification, Pumper	

0661778	Agency, Apparatus Certification, Pumper/Tanker, U.L.	NFPA COMPLIANCY Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA". PUMP TEST Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department. GENERATOR TEST If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery. BREATHING AIR TEST If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, <i>Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection</i>.
0816495	Certification, Vehicle Inspection Program, NFPA 1900	VEHICLE INSPECTION PROGRAM CERTIFICATION To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus. A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.
0766110	Consortium, Sourcewell	
0537375	Unit of Measure, US Gallons	
0030006	Bid Bond Not Requested	BID BOND NOT REQUESTED A bid bond will not be included. If requested, the following will apply: All bidders will provide a bid bond as security for the bid in the form of a 5 percent bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract. Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.
0816571	Performance Bond, 100% with 25% Warranty Bond, 1 Yr, and Payment Bond, PPI Terms	PERFORMANCE BOND, 1 YEAR The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required. Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

0000007	Approval Drawing	APPROVAL DRAWING A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc. A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.
0002928	Electrical Diagrams	ELECTRICAL WIRING DIAGRAMS Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.
0649754	Enforcer Chassis	ENFORCER CHASSIS The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.
0000110	Wheelbase	WHEELBASE The wheelbase of the vehicle will be 191.50.
0000070	GVW Rating	GVW RATING The gross vehicle weight rating will be 53,800#.
0729280	Frame Rails, 13.38 x 3.50 x .375, Enforcer	FRAME The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.
0020018	Frame Liner Not Req'd	
0629940	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	FRONT NON DRIVE AXLE The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22,800 lb. Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron. The center cross members and side plates will be constructed out of 80,000-psi yield strength steel. Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations. There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension. The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load. Camber at load will be zero degrees for optimum tire life. The ball joint bearing will be of low friction design and be maintenance free. Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided. The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle. The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase. The axle will have a turning angle of up to 45 degrees.

0010427	Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	FRONT SUSPENSION Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 22,800 lb. The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment. Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension. The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms. The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side. The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.
0087572	Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	FRONT SHOCK ABSORBERS KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.
0000322	Oil Seals, Front Axle	FRONT OIL SEALS Oil seals with viewing window will be provided on the front axle.
0899438	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	FRONT TIRES Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor Max MSA, rated for 22,800 lb maximum axle load and 68 mph maximum speed.
0604672	Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot	The tires will be mounted on Accuride® 22.50" x 12.25" steel disc type wheels with a ten (10) stud, 11.25" bolt circle.
0530461	Axle, Rear, Meritor RS30-185, 31,000 lb, Saber/Enforcer	REAR AXLE The rear axle will be a Meritor™, Model RS-30-185, with a capacity of 31,000 lb.
0818721	Top Speed of Vehicle, 68 MPH/109 KPH, Non-NFPA/ULC 2024	TOP SPEED OF VEHICLE NFPA 1900 and ULC 515, 2024 edition requires limits on the top speed of vehicles. NFPA 7.16.1 requires that the maximum top speed of fire apparatus with a GVWR over 33,000 lb will not exceed either 68 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. NFPA 7.16.2 requires that if the combined water tank and foam agent tank on the fire apparatus exceed 1250 gallons or the GVWR of the vehicle is over 50,000 lb, the maximum top speed of the apparatus will not exceed either 60 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. It is the intention of the standard to improve safety by limiting the speed of all apparatus to 68 mph, and tankers or heavy apparatus to 60 mph. By requesting an exception to this requirement, the purchasing authority is consciously choosing to operate their apparatus at speeds above the limits designated as safe speeds by the NFPA Technical Committee on Fire Department Apparatus. The top speed of the apparatus as manufactured exceeds the NFPA requirements. Per fire department specification of a top speed that exceeds NFPA requirements, the apparatus will be non-compliant to NFPA 1900 and ULC 515 standards at time of contract execution. The rear tires being specified have a top speed limit of 68 mph / 109 kph from the tire manufacturer.
0635109	Suspen, Rear, Single Slipper Spring, 31,000 lb, Saber FR/Enforcer	REAR SUSPENSION The rear suspension will be Standens, semi-elliptical, 3.00" wide x 52.50" long, with a ground rating of 31,000 lbs. The spring hangers will be castings. The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.
0000485	Oil Seals, Rear Axle	REAR OIL SEALS Oil seals will be provided on the rear axle(s).
0585004	Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	REAR TIRES Rear tires will be four (4) Goodyear 315/80R22.50 radials with 20 ply G289 WHA tread, rated for 36,360 lb maximum axle load and 68 mph maximum speed.
0654797	Wheels, Rear, Accuride, 22.50" x 9.00", Steel, Hub Pilot, Single	The tires will be mounted on Accuride® 22.50" x 9.00" steel disc type wheels with a ten (10) stud, 11.25" bolt circle.

0568081		Tire Balancing, Counteract Beads	TIRE BALANCE All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.
0688595		Tire Pressure Monitoring System, Not Required With Crossfire Monitoring System	
0801909		Lug Nut, Covers, Chrome	CHROME LUG NUT COVERS Chrome lug nut covers will be supplied on front and rear wheels.
0003245		Axle Hub Covers w/center hole, S/S, Front Axle	FRONT HUB COVERS Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.
0531133		Axle Hub Covers, Rear, S/S, High Hat, Real Wheel (Pair)	HUB COVERS (rear) A pair of stainless steel high hat hub covers will be provided on rear axle hubs. The covers will be manufactured by Real Wheels, Inc, and will come with the standard warranty.
0002045		Mud Flap, Front and Rear, Pierce Logo	MUD FLAPS Mud flaps with a Pierce logo will be installed behind the front and rear wheels.
0739705	SP	Tire, "Crossfire" Air Pressure Equalization, 120 PSI	AIR PRESSURE TIRE EQUALIZATION A Crossfire air pressure equalization system will be provided on the rear dual wheels. This system will equalize the tire air pressure in the rear duals and indicate over or under inflation. It will be set at 120 PSI.
0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	WHEEL CHOCKS There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.
0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	Wheel Chock Brackets There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire below compartment LS3.
0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	ELECTRONIC STABILITY CONTROL A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco. The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event. The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction. ANTI-LOCK BRAKE SYSTEM The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control. AUTOMATIC TRACTION CONTROL An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An "off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	BRAKES The service brake system will be full air type. The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance. The brake system will be certified, third party inspected, for improved stopping distance.
0803729	Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	The rear brakes will be Meritor™ 16.50" x 8.63" cam operated with automatic slack adjusters. Dust shields cannot be provided.
0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	BRAKE SYSTEM AIR COMPRESSOR The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.
0637584	Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	BRAKE SYSTEM The brake system will include: Brake treadle valve Heated automatic moisture ejector on air dryer Total air system minimum capacity of 5,376 cubic inches Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi Spring set parking brake system Parking brake operated by a push-pull style control valve A parking "brake on" indicator light on instrument panel Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa) 1/4 turn drain valves on each air tank The air tank will be primed and painted to meet a minimum 750 hour salt spray test. The air tanks will be painted same as frame color. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	BRAKE SYSTEM AIR DRYER The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.
0000790	Brake Lines, Nylon	BRAKE LINES Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.
0617799	Inlet/Outlet, Air, w/Disconnect Fitting, 1/4 Turn Valve, Location	AIR INLET/OUTLET One (1) air inlet/outlet will be installed with the female coupling located LOWER LEFT LS PUMP PANEL. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a 1/4 turn valve. A mating male fitting will be provided with the loose equipment. The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.
0675244	All Wheel Lock-up, Single Prk Brk Control	ALL WHEEL LOCK-UP An all wheel lock-up system will be installed which will apply air to the front brakes and use the spring brake at the rear. Front brakes will apply when standard rear parking brake control valve is activated.

0812267	Engine, Cummins X15, 500 hp, 1850 lb-ft, W/OBD, EPA 2027, Enforcer	ENGINE The chassis will be powered by an electronically controlled engine as described below: Make: Cummins® Model: X15 Power: 500 hp at 1700 rpm Torque: 1850 lb-ft at 1150 rpm Governed Speed: 2100 rpm Emissions Level: EPA 2027 Fuel: Diesel Cylinders: Six (6) Displacement: 912 cubic inches (14.9L) Starter: Delco 39MT+™ Fuel Filters: Frame mounted spin-on style filter from Cummins®. The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected. The engine will be filled with FA-4 10W30 oil as required by Cummins.
0811409	Not Required, Engine Contingency Adjustment	
0730808	Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	REMOTE MOUNTED ENGINE FILTERS The engine fuel and oil filters will be remote mounted for ease of maintenance.
0001244	High Idle w/Electronic Engine, Custom	HIGH IDLE A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation. The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine	ENGINE BRAKE A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver. The driver will be able to turn the engine brake system on/off and have a high, medium and low setting. The engine brake will activate when the system is on and the throttle is released. The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine. The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated. The ABS system will automatically disengage the auxiliary braking device, when required.
0552334	Clutch, Fan, Air Actuated, Horton Drive Master	CLUTCH FAN A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.
0644573	Air Intake, Water & Ember Screen, Saber FR/Enforcer	ENGINE AIR INTAKE The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille. The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine. The ember separator will be easily accessible by tilting the cab.

0814375	Exhaust System, Horizontal, Right Side	EXHAUST SYSTEM The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the right side rear wheels and will be flush with the body rub rail. The exhaust pipes will be aluminized steel. There will be an aluminized steel exhaust diffuser reduced to 5.00" in the center to accommodate the fire department's air recovery system with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.
0788765	Radiator, Saber FR/Enforcer	RADIATOR The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards. For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes. The radiator core will have a minimum front area of 1060 square inches. Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability. The radiator will be compatible with commercial antifreeze solutions. The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain. The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap. A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.
0001090	Cooling Hoses, Rubber	COOLANT LINES Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing. Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.
0001125	Fuel Tank, 65 Gallon, Left Side Fill	FUEL TANK A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps. A 0.75" drain plug will be located in a low point of the tank for drainage. A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only." A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet. The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.
0001129	Lines, Fuel	All fuel lines will be provided as recommended by the engine manufacturer.
0758657	DEF Tank, 8.0 Gallon, LS Fill, Rear of Rear Axle, Common Door	DIESEL EXHAUST FLUID TANK An 8.0 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body rearward of the rear axle. A 0.50" drain plug will be provided in a low point of the tank for drainage. A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located adjacent to the engine fuel inlet behind a common hinged, spring loaded, painted door on the left side of the vehicle. The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing. The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.
0723716	Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	FUEL PRIMING PUMP A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.
0582243	Shutoff Valves, Fuel Line @ Primary Filter, Cummins	FUEL SHUTOFF A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.
0553019	Cooler, Engine Fuel, Imp/Vel, SFR/Ent	FUEL COOLER An air to fuel cooler will be installed in the engine fuel return line.

0578959	Fuel/Water Separator, Racor Inline	FUEL SEPARATOR The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.
0801886	Trans, Allison 6th Gen, 4500 EVS P, Imp/Vel/Enf	TRANSMISSION An Allison 6th generation, Model EVS 4500P, electronic, torque converting, automatic transmission will be provided. Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock). A transmission temperature gauge with amber light and buzzer will be installed on the cab instrument panel.
0632720	SP Transmission, Shifter, 6-Spd, T-Handle, 4500 EVS	
0684459	Transmission Oil Cooler, Modine, External	TRANSMISSION COOLER A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.
0801876	Fluid, 4000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	TRANSMISSION FLUID The transmission will be provided with TranSynd, or other Allison approved TES-668 heavy duty synthetic transmission fluid.
0001375	Driveline, Spicer 1810	DRIVELINE Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints. The shafts will be dynamically balanced before installation. A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.
0669988	Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	STEERING Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings. A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.
0605356	Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	STEERING WHEEL The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.
0690274	Logo/Emblem, on Dash	LOGO AND CUSTOMER DESIGNATION ON DASH The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row. The first row of text will be: SEASIDE The second row of text will be: FIRE The third row of text will be: BLANK
0606557	Bumper, 13" Extended, Saber FR/Enforcer	BUMPER A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength. The bumper will be extended 13.00" from front face of cab. Gravel Pan A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.
0639017	Tray, Hose, Center, 13" Bumper, Outside Air Horns	CENTER HOSE TRAY A hose tray, constructed of aluminum, will be placed in the center of the bumper extension. The tray will have a capacity of 70' of 1.75" double jacket cotton-polyester hose. Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.
0624826	Hose Restraint, Bumper Tray, 2.00" Straps, Fasteners, Pair	Center Hose Tray Restraint There will be one (1) pair of hose tray restraint straps located over the center mounted tray. The restraints will be 2.00" wide black nylon straps with seat belt buckle fasteners provided. The straps will be used to secure the hose in the tray.

0778092	Lift & Tow Package, Enforcer	LIFT AND TOW MOUNTS Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems. The lift and tow mounts with eyes will be painted the same color as the frame.
0002270	Tow Hooks, Chrome	TOW HOOKS Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.
0698960	Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	FRONT BUMPER UL-LX COATING Protective black UL-LX® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange. The lining will be properly installed by an authorized UL-LX dealer.
0648332	Cab, Enforcer, 7010	CAB The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder. The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises. For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards. The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly. The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin. The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab. The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability. The centerline of front axle to the rear of the cab will be 70.00" long. The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed. The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions. The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers. The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall. The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants. The cab will be a full tilt cab style. A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab. CAB ROOF DRIP RAIL For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof. FENDER LINERS Full circular inner fender liners in the wheel wells will be provided. PANORAMIC WINDSHIELD A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance. WINDSHIELD WIPERS Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements. The washer reservoir will be able to be filled without raising the cab.

0727969	Engine Tunnel, X15, Foil Insulation w/Mech Fasteners, Enforcer	ENGINE TUNNEL Engine tunnel side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room. The engine tunnel will be insulated for protection from heat and sound. Perforated foil faced insulation will be over a 1.00" thick closed cell foam affixed with pressure sensitive adhesive and further secured with mechanical fasteners. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards. The engine tunnel will be no higher than 18.00" off the crew cab floor.
0887601	Cab Insulation, Enforcer/Saber FR	INTERIOR CAB INSULATION The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.
0633594	Rear Wall, Interior, Adjustable Seating	INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING) The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.
0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	CAB REAR WALL EXTERIOR COVERING The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.
0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	CAB LIFT A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves. Hydraulic pump will have a manual override for backup in the event of electrical failure. Lift controls will be located on the right side pump panel or front area of the body in a convenient location. The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal. The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position. The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position. For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered. Cab Lift Interlock The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.
0751131	Grille, Bright Finished, Painted Mesh Screen, Front of Cab, Enforcer	GRILLE An aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab. The mesh screen will be painted black #101.
0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	
0015440	No Chrome Molding, On side of cab	
0569263	Mirrors, Retractable, West Coast Style, Remote, w/Remote Convex	MIRRORS A Retractable Aerodynamic, Model 613295, dual vision, motorized, west coast style mirror with chrome finish will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be adjustable with a remote control within reach of the driver.

0648170	Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	DOORS To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high. The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum. A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands. The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed. A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit. A chrome grab handle will be provided on the inside of each cab door for ease of entry. A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted. The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.
0655543	Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	Door Panels The inner cab door panels will be constructed out of brushed stainless steel.
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	ELECTRIC OPERATED CAB DOOR WINDOWS All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.
0638310	Steps, 4-Door Cab, Saber FR/Enforcer	CAB STEPS The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height. The vertical surfaces of the step well will be aluminum treadplate.
0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	CAB EXTERIOR HANDRAILS A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with blue LED lights. The lights will be activated when the cab or crew cab doors are opened and when the parking light switch is activated and the parking brake is applied. The LED lights may be load managed.
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	STEP LIGHTS There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps. One (1) light for the left access steps. Two (2) lights for the left side crew cab access steps. Two (2) lights for the right side crew cab access steps. One (1) light for the right side access step. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The lights will be activated when the battery switch is on and the adjacent door is opened.
0583698	Fenders, S/S on cab, Extra Wide, Saber/Enf	FENDER CROWNS Stainless steel fender crowns will be installed at the cab wheel openings.
0557023	Handrail, 10", Below Cab Windshield, Pair	HANDRAILS BELOW CAB WINDSHIELD A 10.00" long x 1.25" diameter handrail will be mounted below the front cab windshield, one (1) on each side. The handrails will be extruded aluminum with a ribbed design to provide a positive gripping surface.

0042105	No Windows, Side of Crew Cab	
0012090	Not Required, Windows, Front/Side of raised roof	
0779036	Windows, Rear CC, (2) 14.75" x 7.25", Saber FR/Enforcer	REAR WALL WINDOWS There will be two (2) windows, located one (1) each side, on the rear wall of the crew cab. The windows will measure 14.75" wide x 7.25" high.
0894089	Dash, Heavy Duty Metal, Enforcer	CAB DASH The driver side dash, switch panel located to the right of the driver, and center console will be constructed of metal and painted to match the cab interior. The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior. The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.
0634206	Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	MOUNTING PLATE ON ENGINE TUNNEL Equipment installation provisions will be installed on the engine tunnel. A 0.25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate. The mounting surface will be painted to match the cab interior.
0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	CAB INTERIOR The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service. The engine tunnel will be padded and covered, on the top and sides, with red 36 ounce leather grain vinyl resistant to oil, grease, and mildew. For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum. The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling. The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs. All wiring will be placed in metal raceways. CAB INTERIOR UPHOLSTERY The cab interior upholstery will be 36 oz red vinyl.
0753903	Cab Interior, Paint Color, Saber FR/Enforcer	CAB INTERIOR PAINT The cab interior metal surfaces, excluding the rear heater panels, will be painted red, vinyl texture paint. The rear heater panels will be painted black, vinyl textured paint.
0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	CAB FLOOR The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler. The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

0722038	HVAC, Heavy-Duty, Enforcer, w/X15, CARE	DEFROST/AIR CONDITIONING SYSTEM A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area. Cab Defroster A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following: One (1) adjustable outlet directed towards the left side cab window. One (1) adjustable outlet directed towards the right side cab window. Six (6) fixed outlets directed at the windshield. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements. Cab/Crew Auxiliary Heater There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in the left side rear facing seat riser with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward left side position. Air Conditioning A 19.10 cubic inch compressor will be installed on the engine. A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. The condenser cover to be painted to match the cab roof. The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours. The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a metal cover painted to match the cab interior. The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications. Adjustable air outlets will be strategically located on the forward plenum cover per the following: Four (4) outlets directed towards the seating position on the left side of the cab. Four (4) outlets directed towards the seating position on the right side of the cab. Adjustable air outlets will be strategically located on the evaporator cover per the following: Minimum of five (5) outlets directed towards crew cab area. A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be hinged with two (2) thumb latches. The air conditioner refrigerant will be R-134A and will be installed by a certified technician. Climate Control An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control. The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature. The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position. The system controller will be located within panel position #12. Gravity Drain Tubes Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.
0624005	Sun Visor, Vinyl/Fabric, AXT, Qtm, SFR/Enf	SUN VISORS There will be two (2) vinyl covered sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab. There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.
0622887	Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	GRAB HANDLE A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The officer's side grab handle will be mounted on the lower portion of the door post. The grab handle will be securely mounted to the post area between the door and windshield.
0583938	Lights, Engine Compmt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	ENGINE COMPARTMENT LIGHTS There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination. These light(s) will be activated automatically when the cab is raised.

0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	ACCESS TO ENGINE DIPSTICKS For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface. The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. The door will have a rubber seal for thermal and acoustic insulation. One (1) Southco C2 black powder coated raised trigger latch will be provided on the access door.
0583042	Side Roll and Frontal Impact Protection	CAB SAFETY SYSTEM The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following: A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event. A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions. A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system. A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt. A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt. Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall. Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event. Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event. Frontal Impact Protection The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected. The SRS system will deploy the following components in the event of a frontal or oblique impact event: - Driver side front air bag - Passenger side knee bolster air bag - Air curtains mounted in the outboard bolster of outboard seat backs - Suspension seats will be retracted to the lowest travel position - Seat belts will be pre-tensioned to firmly hold the occupant in place Side Roll Protection The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints. The SRS system will deploy the following components in the event of a side roll: - Air curtains mounted in the outboard bolster of outboard seat backs - Suspension seats will be retracted to the lowest travel position - Seat belts will be pre-tensioned to firmly hold the occupant in place
0622617	Seating Capacity, 6 Seats	SEATING CAPACITY The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be six (6).
0766159	Seat, Driver, USSC, Valor, P1A, Air Ride, I-Back, Safety, PRIMARY, SFR/Enf	DRIVER SEAT A USSC Valor air suspension I-back seat will be provided in the cab for the driver. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 15 degrees back to 15 degrees forward. The seat will include the following features incorporated into the side roll protection system: - Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. - A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position. Shipped loose with the seat will be no additional contaminant mitigation vinyl covers. The seat will be furnished with a 3-point, shoulder type seat belt.

0887436		Seat, Officer, USSC, Valor, P1A, Air Ride, SCBA, Safety, PRIMARY, Enf X15	OFFICER SEAT A USSC, P1A, SCBA air suspension seat will be provided in the cab for the officer. For optimal comfort, the seat will be provided with 17.00" deep cushion. For increased convenience, the seat will include a manual control to adjust the height (3.00" travel). The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 0.75" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position. The seat will be furnished with a 3-point, shoulder type seat belt. Shipped loose with the seat will be no additional contaminant mitigation vinyl covers.
0002517		Not Required, Radio Compartment	
0893909	SP	Cabinet, Rear Facing, LS, 26.75 W x 20 H x 23 D, Ext Acc Only, SFR/Enf	REAR FACING LEFT SIDE CABINET A rear facing cabinet will be provided in the crew cab at the left side outboard position. The cabinet will be 26.75" wide x 20.00" high x 23.00" deep. The cabinet will include no adjustable shelves or trays in the cabinet interior. The cabinet will include no louvers. The cabinet will provide access only from outside the cab with one (1) reverse hinged double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. The door will be located on the side of the cab over the wheelwell. A pneumatic stay arm will be provided as a door stop. The clear door opening will be 17.00" wide x 17.50" high. The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame. The cabinet will be constructed of smooth aluminum and painted to match the cab interior. Cabinet Light There will be one (1) white LED strip light installed on the right side of the exterior cabinet door opening. The lighting will be controlled by an automatic door switch.
0102783		Not Required, Seat, Rr Facing C/C, Center	
0727359	SP	Cabinet, Rear Facing, RS, 26.75 W x 20 H x 22 D, Ext Acc Only, SFR/Enf	REAR FACING RIGHT SIDE CABINET A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be 26.75" wide x 20.00" high x 22.00" deep. The cabinet will include no adjustable shelves or trays in the cabinet interior. The cabinet will include no louvers. The cabinet will also provide access from outside the cab with one (1) reverse hinged double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A pneumatic stay arm will be provided as a door stop. The exterior clear door opening will be 17.00" wide x 17.50" high. The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame. The cabinet will be constructed of smooth aluminum, and painted to match the cab interior. Cabinet Light There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening. The lights will be controlled by an automatic door switch.
0757156		Seat, Fwd Fcng C/C, LS Otbrd, USSC, Valor, I-Back, Foldup, Safety, SECONDARY, SFR/Enf	FORWARD FACING LEFT SIDE OUTBOARD SEAT There will be one (1) forward facing, USSC Valor foldup seat provided at the driver side outboard position in the crew cab. For optimal comfort, and to maximize accessibility to the crew cab, the seat will be provided with 17.00" deep cushion. The seat back will be an I-back style with an adjustable recline angle. To ensure safe operation, the seat will be equipped with a sensor in the seat cushion and belt receptacle that will activate an alarm indicating the seat is occupied but not buckled. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A seat safety system will be included. When activated, this system will pretension the seat belt. The seat will be furnished with a 3-point, shoulder type seat belt. Shipped loose with the seat will be no additional contaminant mitigation vinyl covers.
0795034		Seat, Fwd Fcng C/C, Ctr, (2) USSC, Valor, SCBA, Safety, SECONDARY, SFR/Enf	FORWARD FACING CENTER SEATS There will be two (2) forward facing, USSC Valor seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with a 15.00" deep foam cushion. The seat backs will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 0.75" increments to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seat will include the following features incorporated into the side roll protection system: A seat safety system will be included. When activated, this system will pretension the seat belt. The seats will be furnished with a 3-point, shoulder type seat belt. Shipped loose with the seats will be no additional contaminant mitigation vinyl covers.

0757157	Seat, Fwd Fcng C/C, RS Otbrd, USSC, Valor,I-Back,Foldup,Safety,SECONDARY,S FR/Enf	FORWARD FACING PASSENGER SIDE OUTBOARD SEAT There will be one (1) forward facing, USSC Valor foldup seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with a 17.00" deep cushion. The seat back will be an I-back style with an adjustable recline angle. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll. Shipped loose with the seat will be no additional contaminant mitigation vinyl covers. The seat will be furnished with a 3-point, shoulder type seat belt.
0782746	Upholstery, Seats In Cab, All Vinyl, USSC	SEAT UPHOLSTERY All seat upholstery will be leather grain red vinyl resistant to oil, grease and mildew. The cab will have six (6) seating positions.
0543991	Bracket, Air Bottle, Hands-Free II, Cab Seats	AIR BOTTLE HOLDERS All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G. There will be a quantity of three (3) SCBA brackets.
0735335	Door, Access, Front, (1) Rear Facing Seat Risers, No Heater	ACCESS DOOR An access door will be provided in the front edge of the right side rear facing seat riser with a drop down door. The drop down door will be provided with a Southco C2 black powder coated raised trigger latch and painted to match the cab interior. There will be no louvers.
0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	SEAT BELTS All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards. The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position. The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location. Any flip up seats will include a 3-point shoulder type belts only. To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.
0817557	Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	HELMET STORAGE PROVIDED BY FIRE DEPARTMENT NFPA 1900, 2024 edition, section 11.1.8.4.1 and CAN/ULC S515:2024 edition, section 5.2, requires a location for helmet storage be provided. There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.
0647647	Lights, Dome, FRP Dual LED 4 Lts	CAB DOME LIGHTS There will be four (4) dual LED dome lights with grey bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab. The color of the LED's will be red and white. The white LED's will be controlled by the door switches and the lens switch. The color LED's will be controlled by the lens switch. In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.
0896451	Enhanced Software for Cab and Crew Cab Dome Lts	ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed. The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.
0816997	Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.
0603606	Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	CAB INSTRUMENTATION The cab instrument panel will include gauges, an LCD display, telltale indicator lamps, control

switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) ivory faced gauges with chrome bezels to monitor vehicle performance:

Voltmeter gauge (volts):

Low volts (11.8 VDC)

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

High volts (15.5 VDC)

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Very low volts (11.3 VDC)

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Very high volts (16.0 VDC)

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Engine Tachometer (RPM)

Speedometer MPH (Major Scale), KM/H (Minor Scale)

Fuel level gauge (Empty - Full in fractions):

Low fuel (1/8 full)

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Very low fuel (1/32 full)

Red caution indicator on the information center with steady alarm

Amber caution light on gauge assembly

Engine Oil pressure Gauge (PSI):

Low oil pressure to activate engine warning lights and alarms

Red caution indicator on the information center with steady alarm

Amber caution light on gauge assembly

Front Air Pressure Gauges (PSI):

Low air pressure to activate warning lights and alarm

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Rear Air Pressure Gauges (PSI):

Low air pressure to activate warning lights and alarm

Red warning indicator on the information center with a steady alarm

Amber caution light on gauge assembly

Transmission Oil Temperature Gauge (Fahrenheit):

High transmission oil temperature activates warning lights and alarm

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Engine Coolant Temperature Gauge (Fahrenheit):

High engine temperature activates an engine warning light and alarms

Amber caution indicator on the information center with intermittent alarm

Amber caution light on gauge assembly

Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):

Low fluid (1/8 full)

Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

Low coolant

Trac cntl (traction control) (where applicable)

Check engine

Check trans (check transmission)

Aux brake overheat (Auxiliary brake overheat)

Air rest (air restriction)

Caution (triangle symbol)

Water in fuel

DPF (engine diesel particulate filter regeneration)

Trailer ABS (where applicable)

Wait to start (where applicable)

HET (engine high exhaust temperature) (where applicable)

ABS (antilock brake system)

MIL (engine emissions system malfunction indicator lamp) (where applicable)

Side roll fault (where applicable)

Front air bag fault (where applicable)

The following red telltale lamps will be present:

Warning (stop sign symbol)

Seat belt

Parking brake

Stop engine

Rack down

The following green telltale lamps will be provided:

Left turn

Right turn

Battery on

The following blue telltale lamp will be provided:

High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Windshield wiper control will include low, high and intermittent modes.

Turn signal arm: A self-canceling turn signal with high beam headlight will be provided.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

Engine diagnostic port

Transmission diagnostic port

ABS diagnostic port

Roll sensor diagnostic port

Command Zone USB diagnostic port

ABS diagnostic switch (blink codes flashed on ABS telltale indicator)

Diesel particulate filter regeneration switch (where applicable)

Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a

		dedicated function. The upper left section will display the outside ambient temperature. The upper right section will display the following, along with other configuration specific information: Odometer Trip mileage PTO hours Fuel consumption Engine hours The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.
0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	AIR RESTRICTION INDICATOR A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.
0543751	Light, Do Not Move Apparatus	"DO NOT MOVE APPARATUS" INDICATOR A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On." The same circuit that activates the Do Not Move Apparatus indicator will activate a steady tone alarm when the parking brake is released.
0509042	Messages, Open Dr/DNMT, Color Dsply,	DO NOT MOVE TRUCK MESSAGES Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged). The following messages will be displayed (where applicable): Do Not Move Truck DS Cab Door Open (Driver Side Cab Door Open) PS Cab Door Open (Passenger's Side Cab Door Open) DS Crew Cab Door Open (Driver Side Crew Cab Door Open) PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open) DS Body Door Open (Driver Side Body Door Open) PS Body Door Open (Passenger's Side Body Door Open) Rear Body Door Open DS Ladder Rack Down (Driver Side Ladder Rack Down) PS Ladder Rack Down (Passenger Side Ladder Rack Down) Deck Gun Not Stowed Lt Tower Not Stowed (Light Tower Not Stowed) Fold Tank Not Stowed (Fold-A-Tank Not Stowed) Aerial Not Stowed (Aerial Device Not Stowed) Stabilizer Not Stowed Steps Not Stowed Handrail Not Stowed Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.
0611683	Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	SWITCH PANELS The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliques. The built-in switch panels will be located in the lower console or overhead console of the cab. Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout. The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.
0802940	Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	WIPER CONTROL Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located above the ignition switch.

0820894	Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900	SPARE CIRCUIT There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be protected to 15 amps at 12 volts DC. Power and ground will terminate driver side dash, officer side dash, one each between the center forward facing seats in a painted box attached to the rear wall. Termination will be with 15 amp, power point plug with rubber cover. Wires will be sized to 125 percent of the protection. Battery direct loads cannot be Load Managed.
0820897	Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900	SPARE CIRCUIT There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power The negative wire will be connected to ground Wires will be protected to 15 amps at 12 volts DC Power and ground will terminate officer side dash area Termination will be with heat shrinkable butt splicing Wires will be sized to 125 percent of the protection Battery direct loads cannot be Load Managed
0820904	Wiring, Spare, 15 A 12V DC 1st NFPA1900	SPARE CIRCUIT There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery switched power. The negative wire will be connected to ground. Wires will be protected to 15 amps at 12 volts DC. Power and ground will terminate Driver seat, officer seat, (2) between each forward facing seat, leave loose with a 6' coil. Termination will be with heat shrinkable butt splicing. Wires will be sized to 125 percent of the protection. The circuit(s) may be load managed when the parking brake is set.
0821191	Wiring, Spare, 20 A 12V DC, Batt Dir, 1st NFPA1900	SPARE CIRCUIT There shall be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The above wires shall have the following features: The positive wire shall be connected directly to the battery power The negative wire shall be connected to ground Wires shall be protected to 20 amps at 12 volts DC Power and ground shall terminate forward upper area of each body compartment, leave loose with a 6' coil Termination shall be with 3/8" studs and plastic covers Wires shall be sized to 125 percent of the protection Battery direct loads cannot be Load Managed
0819994	Radio, Jensen, AM/FM/WB, Bluetooth	STEREO RADIO There will be one heavy duty AM/FM / Weatherband / Bluetooth stereo radio. The radio will be installed per switch panel layout. There will be 5.25" speakers installed one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab. The antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof. The following Jensen features will be included: 180 watts max power (45W x 4); 100 watts RMS (25W x 4) Bluetooth® streaming audio (A2DP/AVRCP) Weatherband AM/FM tuner with 30 presets Audio settings (volume/bass/treble/balance/fade) Toggle switch between day and night display Daylight-readable, segmented LCD Two-wire power with non-volatile memory and clock support Low battery alert
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	INFORMATION CENTER An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing. The information center will have the following specifications: Operate in temperatures from -40 to 158 degrees Fahrenheit LCD optically bonded to hardened AR glass lens Five weather resistant user interface switches Grey with black accents Sunlight Readable Linux operating system Minimum of 1000nits rated display Display can be changed to an available foreign language A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area. Programmed to read US Customary General Screen Design

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used. If a caution or warning situation arises the following will occur:
An amber background/text color will indicate a caution condition
A red background/text color will indicate a warning condition
The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages. A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:

Vehicle Mitigation (if equipped)

Water Level (if the water level system includes compatible communications to the information center)

Foam Level (if the foam level system includes compatible communications to the information center)

Seat Belt Monitoring Screen

Tire Pressure Monitoring (if equipped)

Digital Speedometer

Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

Battery Voltage

Fuel

Oil Pressure

Coolant Temperature

RPM

Water Level (if equipped)

Foam Level (if equipped)

Foam Concentration (if equipped)

Water Flow Rate (if equipped)

Water Used (if equipped)

Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

Diagnostics

Faults

Listed by order of occurrence

Allows to sort by system

Interlock

Throttle Interlocks

Pump Interlocks (if equipped)

Aerial Interlocks (if equipped)

PTO Interlocks (if equipped)

Load Manager

A list of items to be load managed will be provided. The list will provide a description of the load. The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.

The screen will indicate if a load has been shed (disabled) or not shed.

"At a glance" color features are utilized on this screen.

Systems

Command Zone

Module type and ID number

Module Version

Input or output number

Circuit number connected to that input or output

Status of the input or output

Power and Constant Current module diagnostic information

Foam (if equipped)

Pressure Controller (if equipped)

Generator Frequency (if equipped)

Live Data

General Truck Data

Maintenance

Engine oil and filter

Transmission oil and filter

Pump oil (if equipped)

Foam (if equipped)

Aerial (if equipped)

Setup

Clock Setup

Date & Time

12 or 24 hour format

Set time and date

Backlight

Daytime

Night time

Sensitivity

Unit Selection

Home Screen
 Virtual Button Setup
 On Scene Screen Setup
 Configure Video Mode
 Set Video Contrast
 Set Video Color
 Set Video Tint
 Do Not Move
 The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
 Driver Side Cab Door
 Passenger's Side Cab Door
 Driver Side Crew Cab Door
 Passenger's Side Crew Cab Door
 Driver Side Body Doors
 Passenger's Side Body Doors
 Rear Body Door(s)
 Ladder Rack (if applicable)
 Deck Gun (if applicable)
 Light Tower (if applicable)
 Hatch Door (if applicable)
 Stabilizers (if applicable)
 Steps (if applicable)
 Notifications
 View Active Alarms
 Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
 Silence Alarms - All alarms are silenced
 Timer Screen
 HVAC (if equipped)
 Tire Information (if equipped)
 Ascendant Set Up Confirmation (if equipped)
 Button functions and button labels may change with each screen.

0816633

Collision Mitigation, HAAS Alert (R2V), HA7

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degrees Celsius to 85 degrees Celsius.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

0606247	Vehicle Data Recorder w/CZ Display Seat Belt Monitor	VEHICLE DATA RECORDER There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided. The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line. The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs: - Vehicle Speed - MPH - Acceleration - MPH/sec - Deceleration - MPH/sec - Engine Speed - RPM - Engine Throttle Position - % of Full Throttle - ABS Event - On/Off - Seat Occupied Status - Yes/No by Position - Seat Belt Buckled Status - Yes/No by Position - Master Optical Warning Device Switch - On/Off Internal clock syncs the time and date when a laptop is connected. Seat Belt Monitoring System A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following: - Seat Occupied & Buckled = Green LED indicator illuminated - Seat Occupied & Unbuckled = Red LED indicator with audible alarm - No Occupant & Buckled = Red LED indicator with audible alarm - No Occupant & Unbuckled = No indicator and no alarm The seat belt monitoring screen will become active on the Command Zone color display when: - The home screen is active: - and there is any occupant seated but not buckled or any belt buckled with an occupant. and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated. The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.
0735006	Intercom, David Clark, 4-Pos, 2-Radio, (D, O, RPTT), 2obC, U3805	INTERCOM SYSTEM There will be a four (4) position David Clark, Model U3800, intercom system with single radio interface capability at the driver and officer positions and remote radio push to talk buttons located per switch panel layout. Two (2) crew cab outboard seats will have intercom only capability. The following components will be provided: - One (1) U3805 Radio Cord Junction Module - Two (2) U3815 Radio interface modules (Driver, Officer) - Two (2) Remote Push To Talk Button Kits - One (1) U3800 Master station (1 Crew) - One (1) U3801 Remote headset intercom station (1 Crew) - One (1) C3820 Power cord All necessary station cables and connectors
0637058	David Clark Universal Radio Interfaces Included with Single/Dual System	RADIO / INTERCOM INTERFACE INCLUDED All radio interfaced stations will have universal radio interfaces installed. The interface wiring will be routed within the cab to BEHIND OFFICER SEAT .
0597914	Headset, David Clark, H3442 Under Helmet, Flex Mic	UNDER THE HELMET HEADSET There will be four (4) under the helmet, headset(s) provided D, O, 2 C. Each David Clark, Model H3442, headset will feature: - M-7A noise canceling electret microphone - Hybrid wire/flex boom assembly, 280° rotating, for perfect microphone placement on left or right side - Dynamic earphone elements - Advanced Undercut Gel Ear Seals for superior comfort - Microphone on/off switch 6 ft. extended coil cord - Adjustable overhead support assembly - Carbon steel nape-band spring, black finish, rotates for left or right side mic positioning Independently Certified NRR: 23dB
0819255	Hangers For Headsets, NFPA/ULC 2024, Each	HEADSET HANGERS There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side inboard forward facing seat and passenger's side inboard forward facing seat. The hanger(s) will meet the current edition of applicable NFPA and ULC standards for equipment mounting.
0687904	Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	RADIO ANTENNA MOUNT There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed best available on the cab roof with high efficiency, low loss, coaxial cable(s) routed to behind the officer seat. A weatherproof cap will be installed on the mount.

0817058	Camera, Pierce, LS Mux, R Camera, SD, CL714	VEHICLE CAMERA SYSTEM There will be a color vehicle camera system provided with the following: One (1) Standard Definition (SD) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse. The camera images will be displayed on the left side vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located behind the driver seat. The following components will be included: One (1) SV-CW134639CAI Camera All necessary cables
0814831	Not Required, Camera Switcher	Camera Switcher A camera switcher is not required.
0890416	Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	ELECTRICAL POWER CONTROL SYSTEM The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible. Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership. Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA. Solid-State Control System A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices. The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership. For increased reliability and simplified use the control system modules will include the following attributes: - Green LED indicator light for module power - Red LED indicator light for network communication stability status - Control system self test at activation and continually throughout vehicle operation - No moving parts due to transistor logic - Software logic control for NFPA mandated safety interlocks and indicators - Integrated electrical system load management without additional components - Integrated electrical load sequencing system without additional components - Customized control software to the vehicle's configuration - Factory and field programmable to accommodate changes to the vehicle's operating parameters - To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications: - Module circuit board will meet SAE J771 specifications - Operating temperature from -40 degrees Celsius to +70 degrees Celsius - Storage temperature from -40 degrees Celsius to +70 degrees Celsius - Vibration to 50g - IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter) - Operating voltage from eight (8) volts to 32 volts DC The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical. Circuit Protection and Control Diagram Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information. On-Board Electrical System Diagnostics The on-board information center will include the following diagnostic information: - Text description of active warning or caution alarms - Simplified warning indicators - Amber caution indication with intermittent alarm - Red warning indication with steady tone alarm Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process. TCU Module with WiFi An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna. The module will transmit a password protected web page to a WiFi enabled device (i.e. most

smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

12-volt 40-amp battery switched power

12-volt 60-amp ignition switched power

12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

0896456

Prognostics, Electrical System

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

Engine oil and filter

Transmission oil and filter

0624253	Electrical System, Enforcer MUX	ELECTRICAL All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment will be installed utilizing the following guidelines: All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug). All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal. All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments. An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests will be recorded and provided to the purchaser at time of delivery.
0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	BATTERY SYSTEM There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided: 950 CCA, cold cranking amps 190 amp reserve capacity - High cycle - Group 31 - Rating of 3800 CCA at 0 degrees Fahrenheit 760 minutes of reserve capacity - Threaded stainless steel studs Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity. The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.
0008621	Battery System, Single Start, All Custom Chassis	BATTERY SYSTEM There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel. MASTER BATTERY SWITCH There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system. An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.
0002698	Battery Compartment, Saber/Enforcer	BATTERY COMPARTMENTS Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel. Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound. Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound. JUMPER STUDS One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.
0812586	Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	BATTERY CHARGER There will be a Kussmaul™, Chief Series Smart Charger 6012, product code 091-266-12-60, 60 amp battery charger with build-in touch screen display provided. The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

0814940	Location, Cab, Charger, EMS Compt, Back Wall, LS	The battery charger will be located on the back wall of the left side EMS compartment.
0811943	Panel, Remote Control, Kussmaul, Chief 091-266-RCP	REMOTE CONTROL PANEL - BATTERY CHARGER There will be a Kussmaul™, Chief Series Smart Charger remote control panel, product code 091-266-RCP included.
0814939	Location, Cab, Ind/Remote, Driver's Seat Riser	The battery charger indicator will be located on the driver's seat riser.
0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	AUTO EJECT FOR SHORELINE There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus. The shoreline inlet(s) will include red weatherproof flip up cover(s). There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting. The shoreline(s) will be connected to 110V OUTLET AND BATTERY CHARGER. There will be a mating connector body supplied with the loose equipment. There will be a label installed near the inlet(s) that state the following: Line Voltage Current Rating (amps) Phase Frequency
0026800	Shoreline Location	The shoreline receptacle will be located on the driver side exterior of cab, behind crew cab door.
0647728	Alternator, 430 amp, Delco Remy 55SI	ALTERNATOR A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

0092582	Load Manager/Sequencer, MUX	ELECTRONIC LOAD MANAGER An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system. For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed. The system will include the following features: System voltage monitoring. A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off. Sixteen available electronic load shedding levels. Priority levels can be set for individual outputs. High Idle to activate before any electric loads are shed and deactivate with the service brake. If enabled: "Load Man Hi-Idle On" will display on the information center. Hi-Idle will not activate until 30 seconds after engine start up. Individual switch "on" indicator to flash when the particular load has been shed. The information center indicates system voltage. The information center, where applicable, includes a "Load Manager" screen indicating the following: Load managed items list, with priority levels and item condition. Individual load managed item condition: ON = not shed SHED = shed SEQUENCER A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator. For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed. Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation. When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order. Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals: Cab Heater and Air Conditioning Crew Cab Heater (if applicable) Crew Cab Air Conditioning (if applicable) Exhaust Fans (if applicable) Third Evaporator (if applicable)
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	HEADLIGHTS There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille: the outside light on each side will contain a part number 055***1 low beam module the inside light on each side will contain a part number 055***1 high beam module the headlights to include chrome bezels The low beam lights will be activated when the headlight switch is on. The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.
0797346	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out Wrn Lts, Enf, Sab FR	DIRECTIONAL LIGHTS There will be two (2) Whelen 600 series, amber LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the warning lights. The lens color(s) to be clear.
0768311	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grm Mt LED 2lts	INTERMEDIATE LIGHT There will be two (2) Truck-Lite®, part number 30375Y, 2.24" diameter lights with amber LEDs, grommet mount and chrome cover furnished, one (1) each side in the rear fender panel. The light will double as a turn signal and marker light.
0735474	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	CAB CLEARANCE/MARKER/ID LIGHTS There will be seven (7) amber LED lights provided per the following: Three (3) amber LED identification lights will be installed in the center of the cab above the windshield. Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield as close to the outside of the apparatus as practical. Two (2) amber LED clearance lights will be installed, one (1) on each side of the cab as high and far forward as practical. The lights will be installed without guards.

0625210	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	FRONT CAB SIDE CLEARANCE/MARKER LIGHTS There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab. The lights will activate as additional directional lights with the corresponding directional circuit.
0563675	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	REAR CLEARANCE/MARKER/ID LIGHTING There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus per the following: As close as practical to the vertical centerline Centers spaced not less than 6.00" or more than 12.00" apart Red in color All at the same height There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following: To indicate the overall width of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the rear All at the same height There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following: To indicate the overall length of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the side All at the same height There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground. There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground. Per FMVSS 108 and CMVSS 108 requirements.
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	REAR FMVSS LIGHTING The rear stop/tail and directional lighting included in the rear tail light housing will include the following: Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern. The lens color(s) to be clear.
0806466	Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	LICENSE PLATE BRACKET One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus. One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.
0556842	Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	LIGHTING BEZEL There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.
0589905	Alarm, Back-up Warning, PRECO 1040	BACK-UP ALARM A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.
0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	CAB PERIMETER SCENE LIGHTS There will be four (4) TecNiq, Model T10-LC00-1, 15.00" lights with white LEDs and 45 degree stainless steel brackets provided per the following: one (1) under the driver's side cab access step one (1) under the passenger's side cab access step one (1) under the passenger's side crew cab access step one (1) under the driver's side crew cab access step The lights will be activated when the battery switch is on, when the respective door is open and by the same control selected for the body perimeter lights.

0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	PUMP HOUSE PERIMETER LIGHTS There will be two (2) TecNiq, Model T10-LC00-1, 15.00" white 12 volt DC LED weatherproof strip lights provided under the pump panel running boards, one (1) each side. The lights will be controlled by the same means as the body perimeter lights.
0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step	BODY PERIMETER SCENE LIGHTS There will be two (2) TecNiq, Model T10-LC00-1, 15.00" 12 volt DC LED strip lights provided at the rear step area of the body, one (1) each side shining to the rear. The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.
0896454	Enhanced Software for Perimeter Lts	ENHANCED SOFTWARE FOR PERIMETER LIGHTS All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected. The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.
0661576	Lights, Step, P25 LED 4lts, Perimeter Scene Lt Sw	STEP LIGHTS There will be four (4) white LED, step lights provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. These step lights will be activated by the perimeter scene lights switch in the cab. All other steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.
0679615	Bracket, Alum. Trdplate, 12V Surface Mounted Flood Lights, Compt Top, Each	12 VOLT LIGHT BRACKET There will be two (2) aluminum treadplate bracket(s) installed center above LS2 and RS2, match AD for the surface mounted flood light(s). The bracket(s) will have all wiring totally enclosed.
0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	12 VOLT LIGHTING There will be one (1) Whelen® Model P*H2*, 17,750 lumens 12 volt DC light(s) with a combination of flood and spot optics provided on the front visor, centered. The housing(s) painted parts of this light assembly to be black. The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel. These light(s) may be load managed when the parking brake is applied.
0768059	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd	12 VOLT DC SCENE LIGHTS There will be two (2) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, Above RS2, center over the rear wheel, mount in the 4 way box outboard, and above the EMS compartment on the RS of the cab.. The surface mount housing(s) will be provided with a black cover. The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel, by a switch at the passenger's side switch panel and by a switch in a stainless steel cup located on the passenger's side at the rear of the apparatus no more than 72.00" from the ground. The light(s) may be load managed when the parking brake is applied.
0768061	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st	12 VOLT DC SCENE LIGHTS There will be two (2) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, Above LS2, center over the rear wheel, mount in the 4 way box outboard, and above the EMS compartment on the LS of the cab. The surface mount housing(s) will be provided with a black cover. The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel, by a switch at the passenger's side switch panel and by a switch in a stainless steel cup located on the driver's side at the rear of the apparatus no more than 72.00" from the ground. The light(s) may be load managed when the parking brake is applied.
0766906	Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st	12 VOLT LIGHTING There will be two (2) Whelen® Model PCPSM1*, 10,444 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, REAR BULKHEAD HIGH, ONE PER SIDE. The light(s) will include black housing(s) with a chrome cover. The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel, by a switch at the passenger's side switch panel and by a switch in a stainless steel cup located on the driver's side at the rear of the apparatus no more than 72.00" from the ground. The light(s) may be load managed when the parking brake is applied.

0532358	Not Required, Deck Lights, Other Hose Bed & Rear Lighting	
0768474	Lights, Hose Bed, Below Alum Cvr, Amdor AY-LB-12HW040, 40" LED 4lts	LIGHTS BELOW HOSE BED COVER There will be four (4) Amdor Model AY-LB-12HW040, 700 lumens, 40.00" white LED lights provided to illuminate the hose bed area. Two (2) LED light strips will be installed on the driver's side hose bed cover 30.00" from the front and rear of the hose bed, as close to the hinge as practical. Two (2) LED light strips will be installed on the passenger's side hose bed cover 30.00" from the front and rear of the hose bed, as close to the hinge as practical. The lights will be activated when the battery switch is on, and when the hosebed cover is raised.
0645677	Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	
0892704	Lights, Walk Surf, 8-P25 LED, Hose Bed Cover, Overall Height Restrictions	WALKING SURFACE LIGHT There will be eight (8) P25 12 volt DC LED lights with chrome housing provided on the hose bed cover to illuminate the walking surface. The lights will be located near the hose bed cover hinges evenly spaced four (4) on each side. The lights will be activated when the body step lights are on.
0060115	Pumper, Medium, Aluminum, 2nd Gen	
0554271	Body Skirt Height, 20"	
0028244	Tank, Water, 500 Gallon, Poly, Med	WATER TANK Booster tank will have a capacity of 500 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated. Tank joints and seams will be nitrogen welded inside and out. Tank will be baffled in accordance with the current edition of applicable NFPA standards. Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments. Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding. Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover. All partitions will interlock and will be welded to the tank bottom and sides. Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions. Tank top will be sufficiently supported to keep it rigid during fast filling conditions. Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes. A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank. Sump will include a drain plug and the tank outlet. Tank will be installed in a fabricated cradle assembly constructed of structural steel. Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing. Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on. Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle. Mounting system will be approved by the tank manufacturer.
0003405	Overflow, 4.00" Water Tank, Poly	Fill tower will be constructed of 0.50" polypropylene and will be a minimum of 8.00" wide x 14.00" long. Fill tower will be furnished with a 0.25" thick polypropylene screen and a hinged cover. An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.
0028104	Foam Cell Required	
0553729	Not Required, Restraint, Water Tank, Heavy Duty	
0003429	Not Required, Direct Tank Fill	
0003424	Not Required, Dump Valve	

0048710	Not Required, Jet Assist	
0030007	Not Required, Dump Valve Chute	
0514778	Not Required, Switch, Tank Dump Master	
0126633	Hose Bed, Aluminum, Pumper	HOSE BED The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength. Upper and rear edges of side panels will have a double break for rigidity, a split tube finish will not be acceptable. The upper area at the rear of the hose bed will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed. Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.
0723549	Painted Hose Bed	The hose bed interior walls will be painted to match the lower body color.
0003481	Hose Bed Capacity, Special	Hose bed will accommodate BED#1= 1000' 3.00" DJH BED#2 = 1000' 5.00" LDH BED#3 = 300' 3.00" DJH.
0083488	Divider, Hose Bed, .25" Unpainted	HOSE BED DIVIDER One (1) hosebed divider will be furnished for separating hose. Each divider will be constructed of a 0.25" brushed aluminum sheet. Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum. Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed. Divider will be held in place by tightening bolts, at each end. Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.
0815195	Cover, Hose Bed, Alum Treadplate, Bolted T-Bar	HOSE BED COVER A two (2) section hose bed cover, constructed of .125" bright aluminum treadplate, will be furnished. The cover will be hinged with full length stainless steel piano hinge. The sides will be slanted down with the center of the cover supported by a stationary modular bridgework support. The cover will be reinforced so that it can support the weight of a man walking on the cover. The cover is designed with the left cover opening first. If access to water tank fill tower is blocked by the hose bed cover, then a hinged door will be provided in it so that tank may be filled without raising cover doors. Chrome grab handles and gas filled cylinders will be provided to assist in opening and closing the cover. A handrail is provided at the rear, in the center of the support, to assist in opening the cover. The hose bed cover will be connected to the Do Not Move Truck indicator. The light will be activated if the cover is not in the stowed position and the parking brake is released.
0807424	Hose Restraint, Hose Bed, Web, Rear, Separate From Top	HOSE BED RESTRAINT, REAR The hose in the hose bed will be restrained by heavy duty 2.00" black nylon webbing with a 1.50" x 4.00" box pattern. The webbing will be installed at the rear of the hose bed with Velcro strap and footman loop at the top. At the bottom of the webbing, Velcro strap and footman loop will be provided.
0010133	Cross-Divider, Hose Bed	A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.
0581892	Divider, .25", Unpainted, Permanent	ADDITIONAL HOSE BED DIVIDER There will be one (1) additional hose bed dividers furnished. Each divider will be constructed of a 0.25" brushed aluminum sheet. Partition will be permanently installed and located AT THE UPPER LEFT CORNER OF THE LADDER STORAGE COMPARTMENT. Acorn nuts will be installed on all bolts in the hose bed which have exposed threads. Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum.
0013512	Running Boards, 12.75" Deep	RUNNING BOARDS Running boards will be fabricated of 0.125" bright aluminum treadplate. Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure. Running boards will be 12.75" deep and spaced 0.50" away from the pump panel. A splash guard will be provided above the running board treadplate.

0689497	Tailboard, 24" & 8" Deep, T-Shaped, Angled Corners	TAILBOARD The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly. The tailboard area will be 24.00" deep in the center area and 8.00" deep to the rear of the side compartments. The tailboard will be T-shaped. The outboard sides of the tailboard will be angled at 45 degrees beginning at the point where the body meets the tailboard at the outboard edge angling rearward to the rear edge of the tailboard. The exterior side will be flanged down and in for increased rigidity of tailboard structure.
0690037	Wall, Rear, Smooth Aluminum/Body Material	REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL The rear facing surfaces of the center rear wall will be smooth aluminum. The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body. Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.
0889214	Tow Eyes, w/Tow Bar, 2G Pumper	REAR TOW EYES Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck. The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes. REAR TOW BAR One (1) tow bar will be installed under the tailboard. The tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow bar design will have been tested and evaluated using finite element analysis techniques.
0590934	Hose Restraint, Running Board, Straps, FV Fastener	RUNNING BOARD HOSE RESTRAINT A pair of 2.00" wide black nylon straps with seat belt buckle fasteners will be provided for each hose tray to secure the hose during travel. There will be One (1) hose tray located in the left side running board.
0003634	Tray, Hose, Running Board, 25' of 5.00", Soft Suction Hose	HOSE TRAY One (1) hose tray will be recessed in the left hand side running board. Capacity of the tray will be 25.00' of 5.00" soft suction hose. Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

COMPARTMENTATION

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat or equivalent to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.

Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.

Driving the vehicle at 35 mph on a washboard road.

Driving the vehicle at 55 mph on a smooth road.

Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	LEFT SIDE COMPARTMENTATION The left side compartmentation will consist of three rollup door compartments. A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high. A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high. A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high. The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame. Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
0063658	RS 152" Rollup, Full Height Front & Rear, FDLER	RIGHT SIDE COMPARTMENTATION The right side compartmentation will consist of three rollup door compartments. A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high. A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high. A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high. The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame. Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
0594005	Doors, Rollup, Amdor, Side Compartments	SIDE COMPARTMENT ROLLUP DOOR(S) There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors. Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement. Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress. The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials. Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands. A polished stainless steel lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals. All injection molded rollup door wear components will be constructed of Type 6 nylon. Each rollup door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door. The header for the rollup door assembly will not exceed 4.00". A heavy-duty magnetic switch will be used for control of open compartment door warning lights.
0083701	Compt, Rear, Rollup, 44.50" FF, 25.88" D	REAR COMPARTMENTATION A roll-up door compartment above the rear tailboard will be provided. The interior dimensions of this compartment will be 40.00" wide x 47.38" high x 25.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed. A louvered, removable access panel will be furnished on the back wall of the compartment. The rear compartment will be open into the rear side compartments. The clear door opening of this compartment will be a minimum of 33.25" wide x 37.63" high. Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

0594003	Door, Amdor, Rollup, Rear Compartment	ROLLUP REAR COMPARTMENT DOOR The rear compartment will have a rollup door. The door will be double faced, aluminum construction, satin aluminum and manufactured by AMDOR™ brand rollup doors. The door will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement. Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress. The door will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials. Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands. A polished stainless steel lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals. All injection molded rollup door wear components will be constructed of Type 6 Nylon. The door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door. The header for the rollup door assembly will not exceed 4.00". A heavy-duty magnetic switch will be used for control of open compartment door warning lights.
0554995	No Body Modification Required	
0019845	Guard, Drip Pan, S/S, Rollup Door	DOOR GUARD There will be one (1) compartment door that will include a guard/drip pan designed to protect the roll-up door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed B1.
0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	COMPARTMENT LIGHTING There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment (s). Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb. Opening the compartment door will automatically turn the compartment lighting on.
0760868	Lights, Cargo/Dunnage, Dual LED Light Strips, Each Side	CARGO/DUNNAGE AREA LIGHTING There will be two (2), 12 volt DC strips lights with white LEDs and stainless steel protective cover, provided to illuminate the cargo area. One (1) light strip will be installed the entire length of the left side of the cargo area. One (1) light strip will be installed the entire length of the right side of the cargo area. The light(s) will be activated when the battery switch is on and the body step lights are activated.
0687146	Shelf Tracks, Painted	MOUNTING TRACKS There will be six (6) sets of tracks for mounting shelf(s) in LS1, LS2, LS3, RS1, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be painted to match the compartment interior.
0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	ADJUSTABLE SHELVES There will be ten (10) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track. The shelves will be held in place by .12" thick stamped plated brackets and bolts. The location(s) will be in RS1 in the lower third, in RS3 in the upper third, in RS1 in the upper third, in RS1 in the upper third, in LS2 centered between the floor and ceiling, in B1 centered between the floor and ceiling, in LS3 in the upper third, in LS3 in the upper third, in LS1 in the upper third and in LS1 in the upper third.

0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	SLIDE-OUT FLOOR MOUNTED TRAY There will be two (2) floor mounted slide-out tray(s) provided. Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position. Each tray will be constructed of aluminum painted spatter gray. There will be two undermount-roller bearing type slides rated at 250 lb each provided. The pair of slides will have a safety factor rating of 2. To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117. To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request. Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand. The location(s) will be LS1 and B1.
0725644	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide, 24" Deep	DRAWER ASSEMBLY A slide-out drawer assembly will be installed LS3. The clear dimensions of the first drawer starting at the top will be 4.00" with a face plate that is 5.00" high x 21.00" deep. The clear dimensions of the second drawer will be 6.75" with a face plate that is 7.00" high x 21.00" deep. The clear dimensions of the third drawer will be 7.75" with a face plate that is 8.00" high x 21.00" deep. Each drawer will be the same width and not exceed 24.00". The drawers will have a capacity of 250 pounds. The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer. A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer. There will be a total of one (1) provided.
0726441	Partition, Trans Rear Compt	PARTITION, TRANSVERSE REAR COMPARTMENT Two (2) partitions will be bolted in place to separate the left and right side rear compartments from the rear tailboard compartment. The partition will be body material painted spatter gray.
0004005	Aluminum Treadplate on Compartment Floor	COMPARTMENT FLOOR SCUFFPLATE Aluminum treadplate will be provided on the floor of two (2) compartments. The locations will be, RS1, RS3. The edges of the treadplate will be completely caulked before installation to prevent corrosion.
0797957	Pac Trac, Installed on Compartment Wall, Back Wall Only	EQUIPMENT MOUNTING SYSTEM Pac Trac equipment mounting system will be installed on the back wall of two (2) compartment (s), RS2, RS3.
0024016	Rub Rail, Aluminum Extruded, Side & Rear of Body	RUB RAIL Bottom edge of the side and rear of the body compartments will be trimmed with a bright aluminum extruded rub rail. Trim will be 2.12" high with 1.38" flanges turned outward for rigidity. The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.
0784810	Fender Crowns, Rear, Stainless, Wider Than Standard, w/Removable Liner	BODY FENDER CROWNS Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion. These fender crowns must be wide enough to prevent splashing onto the body from the specified tires. The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown. BODY FENDER LINER A aluminum painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.
0519849	Not Required, Hose, Hard Suction	HARD SUCTION HOSE Hard suction hose will not be required.

0626229	Handrails, Side Pump Panels, Per Print	HANDRAILS The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface. Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces. Drain holes will be provided in the bottom of all vertically mounted handrails. Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing.
0004126	Handrails, Beavertail, Standard	HANDRAILS One (1) vertical handrail will be located on each rear beavertail.
0030332	Handrails, Rear, (2) Below Hose Bed, One Each Side	Two (2) horizontal knurled aluminum handrails will be provided below the hose bed at the rear of the apparatus, one each side.
0019125	Handrail, Extra - 8" Long	ADDITIONAL HANDRAIL One (1) handrail, 8.00" long, will be mounted PS next to crosslays, mounted vertically so that the top of the handrail is in line with the top of the crosslay. The handrail(s) will be constructed out of knurled aluminum.
0519354	Handrail, Extra - 12"	ADDITIONAL HANDRAIL One (1) handrail, 12.00" long, will be mounted DS forward of hose reel window, mounted vertically next to P25 light. The handrail(s) will be constructed out of knurled aluminum.
0622393	Compt, Air Pack Fender Panel	AIR PACK STORAGE A total of one (1) air pack compartment(s) will be provided and located on the right side forward of the rear wheels. The air pack compartment(s) will be tapered to match the profile of the space available in the fender. The compartment(s) will be approximately 15.50" wide at the top and 5.00" wide at the bottom for the wheel cutout. The compartment(s) will be 15.50" tall at the body side compartment and 6.00" tall at the wheel cutout. The compartment(s) will be 26.00" deep and have a drain hole. Inside the compartment, black Dura-Surf friction reducing material glued to the floor will be provided. A painted stainless steel hinged door with a Southco raised trigger C2 black lever latch will be provided to contain the air pack. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.
0657522	Compt, Air Bottle, Triple, Fender Panel	AIR BOTTLE STORAGE (Triple) A quantity of two (2) air bottle compartments designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A painted stainless steel door with a Southco raised trigger C2 black lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal. Inside the compartment, black Dura-Surf friction reducing material will be provided. AIR BOTTLE COMPARTMENT STRAP A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.
0004225	Ladder, 24' Duo-Safety 900A 2-Section	EXTENSION LADDER There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.
0004230	Ladder, 14' Duo-Safety 775A Roof	ROOF LADDER There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.
0787027	Ladders Btwn Tank & S.Sht, RS, Extended Rear, Enclosed, RPH, Special Mounting	LADDER STORAGE The ladders will be stored between the water tank and the right side compartments. The ladders will extend into the pump compartment just to the rear of the water pump discharges. The ladder storage area will be enclosed as practical by means of sheet metal to protect the ladders from road dirt. The ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclosed the ladders in the gap between the pump house and the body. Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides. If the apparatus does not have a flush rear wall, an aluminum enclosure will be provided at the rear of the body to properly contain the ladders. This enclosure will extend to the rear of the side body compartments. The ladders will be stored 24' extension fly section inboard. The enclosure will also include a vertically hinged aluminum treadplate door with a D-handle latch to access the ladders.

0733387		Ladder, 10' Duo-Safety Folding 585A	FOLDING LADDER One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.
0733796		Trough, Folding Ladder, Ladder Storage Btwn Tank & S.Sht	FOLDING LADDER STORAGE There will be storage designated right side for folding ladders stored between the side sheet in a stainless steel trough in the ladder storage compartment.
0893098		Trough, Backboard, In Ladder Storage Compartment	BACKBOARD STORAGE One (1) trough for storage of a backboard will be provided in the existing ladder storage compartment. The size of the backboard to be stored will be 74.00" long x 18.00" wide x 2.00" high.
0789530		Pike Pole, 10' DUO Safety, Fiberglass	10' PIKE POLE One (1) pike pole 10' long Duo Safety with a fiberglass handle, will be provided.
0760175		Tube, Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage	PIKE POLE STORAGE There will be storage designated on the right side for Two (2) pike poles 8' or longer pike poles with a 0.75" standard notch, stored in a tube between the side sheet and tank in the ground ladder storage compartment.
0733370		Pike Pole, 6' DUO Safety, Fiberglass	PIKE POLE, 6' One (1) pike pole, 6' long Duo Safety with a fiberglass handle, will be provided.
0733065		Not Required	
0763265	SP	Bell, 12" Black Powder Coated Exterior w/Eagle, Mounted on Cab Corner	BELL A black powder coated exterior, 12.00" bronze cast bell and mounting bracket, complete with an eagle, will be mounted on the passenger side radius corner of cab face. The cab will be properly reinforced to support the weight of the bell. A rope pull, for the bell, will be installed inside the cab.
0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	FOLDING STEPS FRONT OF BODY Folding steps will be provided full height on the left side and one (1) step on the right side body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing. Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height. The Trident steps will be bright finished, non-skid with a black tread coating on the stepping surface. The step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.
0592994		Steps, Folding, Rear of Body, w/LED, Trident	REAR FOLDING STEPS Bright finished, non-skid folding steps with a black tread coating on the stepping surface will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.
0650261		I Zone Bracket, Pair, Folding Style	I-ZONE BRACKETS Two (2) flip-out I-Zone brackets will be provided and mounted at the rear of the apparatus, MATCH 35147 EXACTLY. The brackets will be designed with adequate reinforcement to eliminate flexing of the body (oil canning).
0084388		Step, Full Width, Rear Of Body, 8.00"	ADDITIONAL STEP An 8.00" deep, full width bright aluminum treadplate step will be provided at the rear of the body.

0007590	Pump House, Side Control, 52", Control Zone	PUMP COMPARTMENT The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly made of the same material as the rear body using tubing, angles and channels which supports both the fire pump and the side running boards. The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist. Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly. PUMP MOUNTING Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. LEFT SIDE PUMP CONTROL PANELS All pump controls and gauges will be located at the left side of the apparatus and properly identified. Layout of the pump control panel will be ergonomically efficient and systematically organized. The pump operator's control panel will be removable in two (2) main sections for ease of maintenance: The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges. The lower section of the panel will contain all inlets, outlets, and drains. All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding. IDENTIFICATION TAGS The identification tag for each valve control will be recessed in the face of the tee handle. All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge. All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag. All remaining identification tags will be mounted on the pump panel in chrome plated bezels. The pump panel on the right side will be removable with lift and turn type fasteners. Trim rings will be installed around all inlets and outlets.
0037731	Pump House Structure, Raised, Included with Ladder Storage	
0004425	Pump, Waterous, CSU, 1500 GPM, Single Stage	PUMP Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type. Pump will be the class "A" type. Pump will deliver the percentage of rated discharge at pressures indicated below: 100 percent of rated capacity at 150 psi net pump pressure. 70 percent of rated capacity at 200 psi net pump pressure. 50 percent of rated capacity at 250 psi net pump pressure. Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings). Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping. Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used. Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency. The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold. Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply. Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.
0004481	Seal, Grafoil, Waterous	PUMP PACKING Stuffing boxes will be of the conventional two (2) piece, split-gland type, to permit adjustment or replacement of Grafoil packing without disturbing the pump. Water will be fed into stuffing box lantern rings for proper lubrication and cooling when the pump is operating. Lantern rings will be located at the inner ends of the stuffing boxes, to avoid having to remove them when replacing pump packing. Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

0816447	Trans, Pump, Waterous C22 Series	PUMP TRANSMISSION The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work. Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.
0635600	Pumping Mode, Stationary Only	PUMPING MODE An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	AIR PUMP SHIFT Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel. Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump". The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements. The pump shift control in the cab will be illuminated to meet NFPA requirements.
0003148	Transmission Lock-up, EVS	TRANSMISSION LOCK-UP The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.
0004547	Auxiliary Cooling System	AUXILIARY COOLING SYSTEM A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.
0014486	Not Required, Transfer Valve, Single Stage Pump	
0746501	Valve, Relief Intake, Elkhart	INTAKE RELIEF VALVE - PUMP There will be One (1) Elkhart Style 40 relief valve(s) installed on the suction side of the pump preset at 125 psig. The relief valve(s) will have a working range of 75 psi to 250 psi. The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag. The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door.

0826104	Controller, Pressure, FRC, Pump Boss Max, PBA500	PRESSURE CONTROLLER A FRC Pump Boss 500 electronic pressure controller with one (1) 600 PSI transducer on the pump discharge will be provided. All readouts will be standard PSI. When a single 300 psi or single 600 psi pressure transducer is selected the transducer is installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller. When a dual 600 psi pressure transducer is selected the transducer are installed in the discharge side and intake side of the water pump. The discharge transducer continuously monitors pump pressure sending a signal to the electronic pressure controller. The intake transducer continuously monitors the pump intake sending a signal to the electronic pressure controller. The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to RPM Setting mode. In RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities). In pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow. A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Counter Clockwise rotation to increase engine speed. Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing. Safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle. An additional audible alarm will NOT BE provided. The pressure controller screen will be LCD. The LCD screen and LED intensity will be automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed. The following information will be provided/displayed on the LCD screen: Engine RPM Check engine and stop engine warning indicators Engine oil pressure Engine coolant temperature Transmission Temp Battery voltage Operating mode (RPM or pressure) Pressure or RPM setting On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions: High battery voltage Low battery voltage/engine off Low battery voltage/engine running High water pump temperature Low engine oil pressure High engine coolant temperature No engine response (visual alarm only) The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu. The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.
0621185	Primer, Trident, Air Prime, Air operated, Auto w/Gauge	PRIMING PUMP The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. One (1) priming control will open the priming valve and start the pump primer. The control will have a three position switch for automatic, off or test. In the sentry mode (automatic) the primer will sense when the pump losses discharge pressure and start the pump primer. The primer will automatically stop once the pump has pressure. A vacuum gauge will indicate the vertical elevation of water in feet during priming operation.
0044552	Line, 0.50" Recirculating w/Check Valve	RECIRCULATING LINE WITH CHECK VALVE A 0.50" diameter recirculating line, from the pump to the water tank, will be furnished with a control installed at the pump operator's control panel. A check valve will be provided in this line to prevent the back flow of water from the tank to the pump if the valve is left in the open position.
0780364	Manuals, Pump, (2) Total, Electronic Copies	PUMP MANUALS There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	PLUMBING, STAINLESS STEEL AND HOSE All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness. Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings. Plumbing manifold bodies will be ductile cast iron or stainless steel. All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame. All water carrying gauge lines will be of flexible polypropylene tubing. All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.
0795135	Plumbing, Stainless Steel, w/Foam System	FOAM SYSTEM PLUMBING All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.
0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	MAIN PUMP INLETS A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.
0014650	Pump Suction Tube(s), Short, All	SHORT SUCTION TUBE(S) The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.
0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	MAIN PUMP INLET CAP The main pump inlets will have National Standard Threads with a long handle chrome cap. The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0084610	Valves, Akron 8000 series- All	VALVES All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve. Valves will have a ten (10) year warranty.
0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	The location of the valve for the two (2) inlets will be recessed behind the pump panel.
0004700	Control, Inlet, at Valve	INLET CONTROL The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.
0004660	Inlet (1), Left Side, 2.50"	LEFT SIDE INLET There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter. The auxiliary inlet will be provided with a strainer, chrome swivel and plug.
0004680	Inlet, Right Side, 2.50"	RIGHT SIDE INLET There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter. The auxiliary inlet will be provided with a strainer, chrome swivel and plug.
0034720	Anode, Zinc, Pair, Pump Inlets	ANODE, INLET A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.
0092569	No Rear Inlet (Large Dia) Requested	
0064116	No Rear Inlet Actuation Required	
0092696	Not Required, Cap, Rear Inlet	
0009648	No Rear Intake Relief Valve Required on Rear Inlet	

0092568	No Rear Auxiliary Inlet Requested	
0723049	Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	INLET BLEEDER VALVE A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.
0029043	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	TANK TO PUMP The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing. A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.
0004905	Outlet, Tank Fill, 1.50"	TANK REFILL A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.
0062133	Control, Outlets, Manual, Pierce HW if applicable	DISCHARGE OUTLET CONTROLS The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve. If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel. Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.
0004940	Outlet, Left Side, 2.50"	LEFT SIDE DISCHARGE OUTLETS There will be Two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.
0005091	Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	LEFT SIDE OUTLET ELBOWS The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092570	Not Required, Outlets, Left Side Additional	
0035094	Not Required, Elbow, Left Side Outlets, Additional	
0004945	Outlet, Right Side, 2.50"	RIGHT SIDE DISCHARGE OUTLETS There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.
0025091	Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	RIGHT SIDE OUTLET ELBOWS The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092571	Not Required, Outlets, Right Side Additional	
0089584	Not Required, Elbow, Right Side Outlets, Additional	

0816625	Outlet, Large Diameter, Right Side, Akron Valve	LARGE DIAMETER DISCHARGE OUTLET There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.00" MNST chrome adapter on the right side pump panel. The valve will be controlled with a(n) Pierce large handwheel with indicator located at the pump operator's panel.
0005097	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	LARGE DIAMETER OUTLET ELBOWS The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.
0649939	Outlet, Front, 1.50" w/2" Plumbing	FRONT DISCHARGE OUTLET There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located on the top of the right side of the front bumper. Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel. There will be automatic drains provided at all low points of the piping.
0004995	Outlet, Rear, 2.50"	REAR DISCHARGE OUTLET There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.
0045091	Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	REAR OUTLET ELBOWS The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092574	Not Required, Outlet, Rear, Additional	
0085695	Not Required, Elbow, Rear Outlets, Large, Additional	
0004990	Outlet, Front HB, 2.50" w/2.50" Plumbing	FRONT OF HOSE BED DISCHARGE OUTLET There will be One (1) discharge outlet discharge(s) piped to the front of the hose bed and located IN FRONT OF HOSEBED #3. Plumbing will consist of 2.50" piping with a 2.50" full-flow ball valve controlled at the pump operator's panel. The discharge(s) will terminate with a 2.50" (M) National Standard hose thread adapter.
0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	DISCHARGE CAPS/ INLET PLUGS Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets. Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size. The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.
0723042	Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	OUTLET BLEEDER VALVE A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application. The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.
0638545	Outlet, 3.00" Deluge Riser, Elkhart Valve w/Handwheel	DELUGE RISER A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel. The outlet will include an Elkhart Unibody valve with a Pierce handwheel control.

0543581	Monitor, Elkhart Stinger 8297-98, No Ground Base	MONITOR An Elkhart Model 8297-98 "Stinger" monitor will be properly installed on the deluge riser. This monitor will include the fixed base only. The monitor will be painted to match the lower body.
0046998	Nozzle, Elkhart SM-1250, Manual, ST-194 Tips and 282A shaper	MONITOR NOZZLE An Elkhart #SM-1250 Select-O-Matic manual pattern control master stream nozzle will be provided. Also included is an Elkhart ST-194 Quad stack tips and 282A shaper.
0544561	Mount, Elkhart #8298 (for Elkhart Stinger), Adapter, Flange	MONITOR MOUNTING BASE An Elkhart Model 8298 deck mount base for an Elkhart "Stinger" monitor will be properly installed on the deluge riser via the 3.00" four bolt flange. The base will NOT BE PAINTED per the manufacturers recommendations.
0723726	Speedlay Module Not Required	
0722432	Hose Restraint Not Required, No Speedlay Module	
0723395	Speedlays, Not Required	
0723394	Speedlays, Not Required	
0029210	Crosslays Sngl Sheet, (2+) 1.50", Spl. Cap/Arrangement	CROSSLAY HOSE BEDS, 1.50" Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying full height to match the deadlay, both crosslays no wider than 7.25" clear and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve. Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus. The crosslay controls will be at the pump operator's panel. The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. Vertical scuffplates, constructed of stainless steel, will be provided at the front and rear ends of the bed on each side of vehicle. Crosslay bed flooring will consist of removable perforated brushed aluminum.
0092183	Deadlay(s) No Plumbing, Spl Capacity,	DEADLAY HOSE BEDS One (1) deadlay bed, without plumbing, will be provided above the pump compartment capable of carrying the clear width set at 7.25", match the height of the front crosslay bed, and make the deadlay the rear most compartment. The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a DA finish. The remainder of the crosslay bed will be painted job color. Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate. Deadlay bed flooring will consist of removable perforated brushed aluminum.
0751312	Hose Restraint, Crosslays, Vinyl, (2) Seat Belt Buckle, Tether Release	CROSSLAY/DEADLAY HOSE RESTRAINT A black vinyl cover restraint will be provided across the ends of crosslay(s)/deadlay(s) to secure the hose during travel. The webbing assembly is to be attached at the bottom of the crosslay(s)/deadlay(s) with footman loops as a permanent attachment and is attached at the top outside corners with two (2) seat belt buckles. The female end is permanently attached above the crosslay(s)/deadlay(s) and the male end attached to the webbing. There will be a metal bar, to connect the buckles, and an attached web strap, to allow a single pull release. The color of the release strap will be orange.
0029260	Not Required, Speedlays	
0750536	Hose Restr, Spdly, Not Required, No Spdly	
0615255	Cover, Crosslay, 3/16" Alum Treadplate, Front Hinge	CROSSLAY COVER A hinged .19" aluminum treadplate cover will be installed over the crosslay hose beds. It will include a latch at each end of the cover to hold it securely in place, a chrome grab handle at each end for opening and closing the cover and a foam rubber gasket where the cover comes into contact to a painted surface. The cover will be provided with rubber latch hold open device. The hinge will be to the front of the hose beds.

0019853	Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	CROSSLAY 8.00" LOWER THAN STANDARD The crosslays will be lowered 8.00" from standard.
0005216	Reel, Booster, Aluminum - Over Pump, Left Side	BOOSTER HOSE REEL A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the left side of the apparatus. Reel will be fabricated of aluminum and have highly polished end discs. A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus. Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.
0005280	Switches, Reel Rewind - (1) Each Pump Panel	Reel motor will be protected from overload with a circuit breaker rated to match the motor. Two (2) electric rewind control switches will be provided, one (1) installed on each pump panel.
0075300	Hose, Booster - 100' of 1.00"/800 PSI	Booster hose, 1.00" diameter and 100 feet, with chrome plated Barway, or equal couplings will be provided. Working pressure of the booster hose will be a minimum of 800 psi.
0585265	SP Capacity, Hose Reel 125' of 1"	Capacity of the hose reel will be 125 feet of 1.00" booster hose.
0007428	Nozzle for Booster Reel Not Req'd	
0515688	Gauge, Hose Reel, (Match Panel Gauges)	PRESSURE GAUGE There will be a pressure gauge provided for one (1) hose reel(s). The gauge will be located per pump panel layout. The gauge will match the discharge outlet gauges.
0021954	Cutout for Reel Access, One, w/ S/S Trim	HOSEREEL ACCESS A cutout will be provided in the side sheet next to the booster hose reel. This cutout will allow access to the hose and provide a window to view the reel. Stainless steel trim will be mounted horizontally and vertically around the cutout.
0622237	Roller Assembly, Additional	There will be one (1) additional polished stainless steel roller and guide assembly mounted right side.

HUSKY 3 FOAM PROPORTIONER

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from .1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

System Capacity

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

Control System

The system will be equipped with a digital electronic control display located on the pump operator's panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) .50 tall LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included, one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

Solid Green - System On

Solid Red - Valve Position Error

Solid Yellow - Priming System

Flashing Green - Injecting Foam

Flashing Red - Low Tank Level

Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

Hydraulic Drive System

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one (1) unit.

Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

Discharges

The foam system will be plumbed to the right side of front bumper, front of hose bed right side, hose reel in left side of dunnage area, left rear outlet, front crosslay and center crosslay.

System Electrical Load

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

0592527	Refill, Foam Tank, Integral, Husky 3	SINGLE FOAM TANK REFILL The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.
0031896	Demonstration, Foam System, Dealer Provided	
0005446	Foam Cell, 20 Gallon, Not Reduce Water	FOAM TANK The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.
0697589	Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	FOAM TANK DRAIN The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.
0091079	Not Required, Foam Tank #2	
0091112	Not Required, Foam Tank #2 Drain	
0738072	Approval Dwg, Pump Panel(s), Not Required	
0032479	Pump Panel Configuration, Control Zone	PUMP PANEL CONFIGURATION The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.
0629252	Material, Pump Panels, Side Control Black Vinyl	PUMP AND GAUGE PANEL The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.
0664612	Panel, Pump Access - Vertical Hinged, Right Side, Hinged Left Side Gauge Pnl	The right side pump panel will be vertically hinged and fastened with lift and turn fasteners. The left side operators pump panel will be secured using screws. The upper left side gauge panel will be horizontally hinged and fastened with lift and turn latches.
0583824	Light, Pump Compt, Wln 3SC0CDCR LED White	PUMP COMPARTMENT LIGHT There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGE, flange(s) installed in the pump compartment.
0586382	Gauges, Engine, Included With Pressure Controller	Engine monitoring graduated LED indicators will be incorporated with the pressure controller. Also provided at the pump panel will be the following: - Master Pump Drain Control
0005601	Throttle, Engine, Incl'd w/Press Controller	
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	THROTTLE READY GREEN INDICATOR LIGHT There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.
0549333	Indicators, Engine, Included with Pressure Controller	
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	OK TO PUMP INDICATOR LIGHT There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

0049174	Compartment, Cab Lift Control, Pump Panel, S/S Door	COMPARTMENT, CAB LIFT CONTROL PANEL A compartment will be provided at the pump panel, left side. This compartment will be large enough to house the control panel for the cab lift. A stainless steel door will be provided.
0553643	Control, Air Horn at Pmp Pnl, Red Switch, Momentary	AIR HORN SWITCH An air horn control switch will be provided at the pump operator's control panel. This switch will be momentary red and properly labeled. The switch will be located within easy reach of the operator in the electrical switch panel.
0081262	Drains, RS, Keep Area Under Main Inlet Clear	RIGHT SIDE DRAINS The drains on the right side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.
0066121	Drains, LS, Keep Area Under Main Inlet Clear	DRAINS, LEFT SIDE The drains on the left side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.
0005689	Gauges, 4.50" Master, Class 1, 30"-0-600psi	VACUUM AND PRESSURE GAUGES The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©. The gauges will be a minimum of 4.50" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#. The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel. Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.
0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	PRESSURE GAUGES The individual "line" pressure gauges for the discharges will be Class 1© interlube filled. They will be a minimum of 2.00" in diameter and have white faces with black lettering. Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut. Gauges will have a pressure range of 30"-0-400#. The individual pressure gauge will be installed as close to the outlet control as practical. This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.
0607159	Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro	WATER LEVEL GAUGE A Fire Research TankVision Pro model WLA300-A00 water tank indicator gauge will be installed on the pump operators panel. The gauge kit will include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The gauge will show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees. The gauge case will be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label. The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low water warnings will include flashing LEDs at 1/4 tank and down chasing LEDs when the tank is almost empty. The gauge will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the water tank near the bottom. No probe will be placed on the interior of the tank. Wiring will be weather resistant and have automotive type plug-in connectors.
0084763	Gauge, Ernst Sight Water Level, w/Red Ball, IATS	WATER LEVEL GAUGE, ADDITIONAL An additional water level gauge will be provided. An Ernst sight tube water level indicator with a floating red ball will be mounted on the gauge panel with an unrestricted view for the operator.
0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	ADDITIONAL WATER LEVEL GAUGE There will be two (2) additional Fire Research MaxVision model WLA280-A00 water tank remote indicators provided and installed UPPER AREA BEHIND CREW CAB DOORS, PLACE 2.00' BELOW THE UPPER M6 LIGHT. The indicators will show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color LEDs. The indicator case will be waterproof, manufactured of Polycarbonate material with an integrated lens. The remote indicator will indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times. The flash rate will be determined by the main water tank sensor. It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors. This module will be activated when the pump is in gear.

0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	CLASS "A" FOAM LEVEL GAUGE A Fire Research TankVision Pro model WLA360-A00 cell/tank level indicator kit will be installed on the pump operators panel. The kit will include an electronic indicator module, a pressure sensor, a 10' sensor cable and a tank vent. The indicator will show the volume of Class "A" foam concentrate in the cell/tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees. The indicator case will be waterproof, manufactured of Polycarbonate/Nylon material and have a distinctive green label. The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display cell/tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low foam level warnings will include flashing LEDs at 1/4 cell/tank and down chasing LEDs when the cell/tank is almost empty. The indicator will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the foam cell/tank near the bottom. No probe will be placed on the interior of the cell/tank. Wiring will be weather resistant and have automotive type plug-in connectors.
0682503	Light Shield/Step 8", LED, P25 LED Stp Lt	STEP/LIGHT SHIELD There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump operators panel. There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house. One (1) pump panel light will come on when the pump is in ok to pump mode. There will be a light activated above the pump panel light switch when the parking brake is applied. This is to afford the operator some illumination when first approaching the control panel. There will be one (1) white LED, step light provided above this step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light. The step light will be activated by the pump panel light switch.
0606694	Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	AIR HORN SYSTEM Two (2) Hadley®, eTone, chrome air horns will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.
0606835	Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	Air Horn Location The air horns will be located on each side of the bumper, towards the outside.
0757092	Control, Air Horn, Multi Select	Air Horn Control The air horn(s) will be activated by the following:
0757081	Control, Air Horn, Ft Sw, LS	Left side foot switch
0723391	Control, Air Horn, Chrome Push Button Sw, RS	Right side chrome push button switch
0819024	Siren, WIn 295HFS2 Remote, Single Amp, Other Speaker, Non-NFPA 2024	ELECTRONIC SIREN A Whelen 295HFS2, electronic remote siren with noise canceling microphone will be provided. This siren to be active when the battery switch is on and that emergency master switch is on. NFPA 1900, 2024 edition, Section 10.8.1.1 requires the siren manufacturer to certify the siren as meeting the requirements of SAE J1849, <i>Emergency Vehicle Sirens</i> . Per the fire department specification, the siren and siren speaker come from separate manufacturers and a certification is therefore not valid. The apparatus will be non compliant to NFPA 1900 standards at time of contract execution.
0510206	Location, Elect Siren, Recessed Overhead In Console	Electronic siren head will be recessed in the driver side inside switch panel.
0076156	Control, Elec Siren, Head Only	The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.
0601330	Speaker, (1) Federal, ES100C w/ESFMT-EF Recess Mnt & S/S Grille	SPEAKER There will be one (1) Federal Signal DynaMax®, Model ES100, 100 watt speaker provided. The speaker will use a Federal Signal, Model ESFMT-EF, recess mount with stainless steel grille. The speaker will be connected to the siren amplifier.

0601556	Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame, Inbrd (Pos 6)	The speaker will be recessed in the left side of the front bumper, just outside of the frame rail.
0895310	Siren, Federal Q2B	AUXILIARY MECHANICAL SIREN There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus. The Q2B will be chrome finish. The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on. The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.
0665593	Siren, Mechanical, Recessed In Bumper, Special Recessing Depth, EF Grille	The mechanical siren will be recessed behind the front bumper on the right side. The siren will be supported by the bumper framework. The Federal, Model MSFMT-EF, grille will be used on the front bumper in place of the standard Q2B mechanical siren grille.
0748305	Control, Mech Siren, Multi Select	MECHANICAL SIREN CONTROL The mechanical siren will be activated by the following:
0748282	Control, Mech Siren, Ft Sw LS	Left side foot switch.
0731979	Control Mech Siren, Push Button Sw, Chrome, RS	Right side chrome push button switch.
0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.
0740834	Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	A momentary red switch will be included in the left side overhead switch panel to activate the siren brake.
0746353	Not Required, Warning Lights Intensity	
0768755	Lightbar, WIn, Freedom IV-D, 81", RRRRRWRWROptRWRWRRRRR	FRONT ZONE UPPER WARNING LIGHTS There will be an 81.00" Whelen® Freedom™ IV LED lightbar mounted on the cab roof. The lightbar will include the following: One (1) red flashing LED module in the left side rear corner position. One (1) red flashing LED module in the left side end position. One (1) red flashing LED module in the left side front corner position. One (1) red flashing LED module in the left side first front position. One (1) red flashing LED module in the left side second front position. One (1) white flashing LED module in the left side third front position. One (1) red flashing LED module in the left side fourth front position. One (1) white flashing LED module in the left side fifth front position. One (1) red flashing LED module in the left side sixth front position. One (1) 795 LED traffic light controller set to national standard high priority in the center position. One (1) red flashing LED module in the right side sixth front position. One (1) white flashing LED module in the right side fifth front position. One (1) red flashing LED module in the right side fourth front position. One (1) white flashing LED module in the right side third front position. One (1) red flashing LED module in the right side second front position. One (1) red flashing LED module in the right side first front position. One (1) red flashing LED module in the right side front corner position. One (1) red flashing LED module in the right side end position. One (1) red flashing LED module in the right side rear corner position. There will be clear lenses included on the lightbar. The following switches may be installed in the cab on the switch panel to control the lightbar: a switch to control the flashing LED modules the traffic light controller will be by a cab switch with emergency master control there will be a passenger's side momentary cab switch with no emergency master control to activate the traffic light controller The four (4) white flashing LED modules and the traffic light controller will be deactivated when the parking brake is applied. The eight (8) red flashing LED modules in the front positions and two (2) red flashing LED modules in the rear corner positions may be load managed when the parking brake is applied.

0666770	Lights, Side Zone Upper, Wln M6* LED	SIDE ZONE UPPER LIGHTS There will be two (2) Whelen, Model M6* LED flashing lights provided, one (1) each side of the crew cab. The lights will be located in the raised roof section, UPPER CREW CAB EACH SIDE AS HIGH AS POSSIBLE, KEEP ABOVE THE TANK LEVEL GAUGE of the crew cab doors. Each light will be mounted with a Whelen, Model M6FC chrome flange. The color of the lights will be red LED/clear lens. There will be a switch located in the cab on the switch panel to control the lights.
0899300	Lights, Front Zone, Wln M6** M6RS M6RS M6**, Inside Steady Burn, 4lts Q Bez	FRONT ZONE LOWER LIGHTS There will be four (4) Whelen®, 4.31" high x 6.75" wide x 1.37" deep lights installed on the cab face above the headlights, in a common bezel matching the one for the headlamps per the following. One (1) Model M6** flashing light installed in the left side outside position. The left side outside warning light to include red LEDs. One (1) Model M6RS steady burning light installed in the left side inside position. The light will include red LEDs. One (1) Model M6RS steady burning light installed in the right side inside position. The light will include red LEDs. One (1) Model M6** flashing light installed in the right side outside position. The right side outside warning light to include red LEDs. The lens color(s) to be clear. The housing to be polished and the trim shall be chrome. There will be a switch in the cab on the switch panel to control the lights.
0653937	Flasher, Headlight Alternating	HEADLIGHT FLASHER The high beam headlights will flash alternately between the left and right side. There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on. The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.
0895940	Lights, Side Zone Lower, Wln, Separated into Front, Middle, Rear	
0895907	Lights, Side Zone Lower Front, Wln M6**	SIDE ZONE LOWER FRONT WARNING There will be two (2) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following: There will be one (1) each side on the bumper extension. The left side, side front light to include red warning LEDs. The right side, side front light to include red warning LEDs. The warning light lens color(s) to be clear. The lights will be activated with a switch in the cab on the switch panel.
0895781	Lights, Side Zone Lower Middle, Wln M6*	SIDE ZONE LOWER MIDDLE WARNING There will be two (2) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following: There will be one (1) each side of cab rearward of crew cab doors. The left side, side middle light to include red warning LEDs. The right side, side middle light to include red warning LEDs. The warning light lens color(s) to be clear. The lights will be activated with a switch in the cab on the switch panel.
0889306	Lights, Side Zone Lower Rear, Wln M6V2**	SIDE ZONE LOWER REAR WARNING There will be two (2) Whelen®, Model M6V2**, 4.31" high x 6.75" long x 2.5" deep flashing LED warning lights with chrome trim installed per the following: There will be one (1) each side, centered above rear wheels. The left side, side rear light to include red warning LEDs. The right side, side rear light to include red warning LEDs. The warning light lens color(s) to be clear . The warning LEDs will be activated with a switch in the cab on the switch panel. The scene LEDs will be activated by a switch at the driver's side switch panel and when the left directional signal is activated, the left scene lights will activate. When the right directional signal is activated, the right scene lights will activate. The scene LEDs may be load managed when the parking brake is applied.
0896616	Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	INTERIOR CAB DOOR WARNING LIGHTS There will be four (4) Weldon, Model 8401-0000-20, 16" long x 3/4" High x 5/8" deep amber 12 volt DC LED flashing strip lights provided. One (1) light on the left side cab door. One (1) light on the right side cab door. One (1) light on the right side crew cab door. One (1) light on the left side crew cab door. Each light will be located over the door window.. Each light will be activated when the battery switch is on, respective door is opened and no other controls are on. Each light will be installed so the flash pattern directs traffic away from the doors.

0815847	Connectors, Door Interior Flash, All Cabs, Weatherproof	ELECTRICAL CONNECTORS FOR WARNING LIGHTS The lights will be installed with a weatherproof insulated crimped connectors in order to provide ease of connection/disconnection of the circuit applied to.
0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	REAR ZONE LOWER LIGHTING There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus. The driver's side rear light to be red The passenger's side rear light to be red Both lights will include a lens that is clear. There will be a switch located in the cab on the switch panel to control the lights.
0686562	Light, Rear Zone Up, Wln MCFLED2* LED	REAR UPPER ZONE WARNING LIGHTS There will be two (2) Whelen, Model MCFLED2* LED warning beacons provided at the rear of the truck, one (1) each side. The color of the lights will be: The rear upper light(s) on the driver's side to be red. The rear upper light(s) on the passenger's side to be red. All lenses will be clear. There will be a switch located in the cab on the switch panel to control the beacons.
0006551	Not Required, Lights, Rear Upper Zone Blocking	
0006615	Mounting, Rear Warn Lights, On Top of Compartment	The rear warning lights will be mounted on top of the compartmentation with all wiring totally enclosed. The rear deck lights will be mounted on the beavertails as high as possible.
0791528	Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	TRAFFIC DIRECTING LIGHT There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus. The Whelen, Model TACTL5, control head will be included with this installation. The controller will be energized when the battery switch is on. The auxiliary flash to be activated when the emergency master switch is on.
0529858	Location, TDL, Recessed Within Treadplate Step	This traffic directing light will be recessed within a treadplate step at the rear of the apparatus.
0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.
0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	120 VOLT RECEPTACLE There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior stainless steel wall plate, installed LS1 UPPER LEFT FORWARD WALL, MOUNT AT FINAL. The NEMA configuration for the receptacle(s) will be 5-20R. The receptacle(s) will be powered from the shoreline inlet. There will be a label installed near the receptacle(s) that state the following: Line Voltage Current Rating (amps) Phase Frequency
0519934	Not Required, Brand, Hydraulic Tool System	
0649753	Not Required, PTO Driven Hydraulic Tool System	
0007150	Bag of Nuts and Bolts	LOOSE EQUIPMENT The following equipment will be furnished with the completed unit: One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.
0779624	SP Monitor, Elkhart RAM XD, 500 GPM, Shaper, Tips, Nozzle, Bracket	MONITOR, ELKHART RAM XD one (1) Elkhart RAM XD monitor rated for 500 GPM complete with automatic nozzle (model #3896/RAN), stream shaper (model #282-A), stacked tips (model #ST-197-A), and mounting bracket (model #8296-MB).

0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	NFPA LOOSE EQUIPMENT NFPA Required Loose Equipment Provided by Fire Department The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 and CAN/ULC S515:2024 edition, section 5.2 will be provided by the fire department: One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, <i>Standard for High Visibility Public Safety Vests</i>, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front. Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band. Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities. NFPA Loose Equipment That Shall be Considered: The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) and CAN/ULC S515:2024 edition, section 5.2 should be considered: 800 ft (60 m) of 2.50" (65 mm) or larger fire hose. 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose. One (1) handline nozzle, 200 gpm (750 L/min) minimum. Two (2) handline nozzles, 95 gpm (360 L/min) minimum. One (1) smooth bore or combination nozzle with shutoff and with 2.50" (65 mm) inlet that flows a minimum of 250 gpm (950 L/min). Four (4) SCBA apparatus Four (4) SCBA spare cylinders One (1) first aid kit. Four (4) combination spanner wrenches. Two (2) hydrant wrenches. One (1) double female 2.50" (65 mm) adapter with national hose (NH) threads. One (1) double male 2.50" (65 mm) adapter with national hose (NH) threads. One (1) rubber mallet, for use on suction hose connections. Two (2) salvage covers each a minimum size of 12 ft x 18 ft (3.7 m x 5.5 m). One (1) automatic external defibrillator (AED).
0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.
0027023		No Strainer Required	
0533246		Extinguisher, 20 lb Dry Chemical	DRY CHEMICAL EXTINGUISHER There will be One (1) extinguisher, 20 lb dry chemical extinguisher(s) provided.
0533277		Extinguisher, 2.5 Gal. Pressurized Water	WATER EXTINGUISHER One (1) extinguisher,, 2.50 gallon pressurized water, will be provided.
0688224	SP	Axe, Flathead w/Wood Handle	FLATHEAD AXE There will be one (1) axe provided. The axe will be a flathead axe with a wood handle and blade shield.
0688225	SP	Axe, (1) Pickhead w/Wood Handles	PICKHEAD AXE There will be one (1) axe provided. The axe will be a pickhead axe with a wood handle and pick cover.

0741569	Paint Process / Environmental Requirements, Appleton	PAINT PROCESS The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows: <u>Manual Surface Preparation</u> - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate. <u>Chemical Cleaning and Pretreatment</u> - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. <u>Surfacer Primer</u> - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded. <u>Finish Sanding</u> - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat. <u>Sealer Primer</u> - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated. <u>Basecoat Paint</u> - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment. <u>Clear Coat</u> - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer. After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color. All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly. The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request. Environmental Impact Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions: Topcoats and primers will be chrome and lead free. Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals. Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor. Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient. Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean. Paint wastes are disposed of in an environmentally safe manner. Empty metal paint containers will be recycled to recover the metal. Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse. Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.
0709566	Paint, Two-Tone Color, Enforcer	TWO-TONE CAB PAINT The cab will be painted two-tone with the upper section painted #101 black and the lower section painted #268 RED. There will be a standard two-tone cab paint break provided. There will be a deep cab shield provided.
0709845	Paint, Single Color, Body	BODY PAINT The body will be painted to match the lower section of the cab.

0646897	Paint Chassis Frame Assy, E-Coat, Standard	PAINT CHASSIS FRAME ASSEMBLY The chassis frame assembly will be finished with primer and gloss paint to match the lower job color (or as otherwise stated in a secondary option) before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc. Components treated with epoxy E-coat protection prior to paint: Two (2) C-channel frame rails Components that are included with the chassis frame assembly that will be painted not e-coated are: Cross members Axles Suspensions Steering gear Battery boxes Bumper extension weldment Frame extensions Body mounting angles Rear Body support substructure (front and rear) Pump house substructure Steel fuel tank Castings Individual piece parts used in chassis and body assembly The E-coat process will meet the technical properties shown.
0693798	Paint, Front Wheels	FRONT WHEELS PAINT All wheel surfaces, inside and outside, will be provided with powder coat paint #101 black.
0693793	Paint, Rear Wheels, Single Axle	REAR WHEELS PAINT All wheel surfaces, inside and outside, will be provided with powder coat paint #101 black.
0733739	Paint, Axle Hubs	AXLE HUB PAINT All axle hubs will be painted black #101.
0581434	Transit Coating, Carwell, Corrosion Protection, Including Underside	TRANSIT COATING All non-painted metal surfaces on the exterior of the vehicle will be sprayed with a corrosion protective coating provided by Carwell. The coating can be removed with soap and water. The coating is made of a linseed oil base and is biodegradable. The underside non-painted metal surfaces will also be coated with a corrosion protective coating.
0007230	Compartment, Painted, Spatter Gray	COMPARTMENT INTERIOR PAINT The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.
0544129	Reflective Band, 1"-6"-1"	REFLECTIVE STRIPES Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" black stripe at the top with a 1.00" gap then a 6.00" black stripe with a 1.00" gap and a 1.00" black stripe on the bottom.
0007356	Reflective across Cab Face	The reflective band provided on the cab face will be at the headlight level.
0536954	Stripe, Chevron, Rear, Diamond Grade, Pumper	REAR CHEVRON STRIPING There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered. The colors will be red and fluorescent yellow green diamond grade. Each stripe will be 6.00" in width. This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.
0079341	Jog, In Reflective Stripe "Hockey Stick"	JOG IN REFLECTIVE STRIPE There will be one (1) "Hockey Stick" style jog(s) in the reflective stripe located each side of the vehicle. Each stripe will be angled upward at approximately a 45 degree angle.
0027341	Jog, In Reflective Stripe, Single or Multiple	JOG(S) IN REFLECTIVE BAND The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

0065687	Stripe, Reflective, Cab Doors Interior	CAB DOOR REFLECTIVE STRIPE A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel. This stripe will meet the current edition of applicable NFPA standards.
0680371	Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	CAB STRIPE There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.
0027372	Lettering Specifications, (GOLD STAR Process)	LETTERING The lettering will be totally encapsulated between two (2) layers of clear vinyl.
0686432	Lettering, Gold Leaf, 3.00", Each	LETTERING There will be genuine gold leaf lettering, 3.00" high, with outline and shade provided. There will be seven (7) letters provided.
0686256	Lettering, Gold Leaf, 4.00", Each	LETTERING There will be genuine gold leaf lettering, 4.00" high, with outline and shade provided. There will be 14 letters provided.
0683995	Lettering, Vinyl, 24.00", Each	LETTERING There will be non-reflective vinyl lettering, 24.00" high, with no outline or shade provided. There will be three (3) letters provided.
0759768	SP Emblem, American Flag, B & W w/one red stripe, Gerber Vision, Pair, Mirror Image	EMBLEMS There will be a pair of American flag emblems, Black and White with one Red stripe installed on the Upper crew cab door window. side crew cab window. The emblems will be mirror images of each other and made out of Gerber Vision material.
0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	FIRE APPARATUS PARTS MANUAL There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided. The manual(s) will contain the following: Job number Part numbers with full descriptions Table of contents Parts section sorted in functional groups reflecting a major system, component, or assembly Parts section sorted in alphabetical order Instructions on how to locate parts Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies. Service Parts Internet Site The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.
0772037	Manual, Chassis Service, USB Flash Drive, Custom	CHASSIS SERVICE MANUALS There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit. The manual will contain the following sections: Job number Table of contents Troubleshooting Front Axle/Suspension Brakes Engine Tires Wheels Cab Electrical, DC Air Systems Plumbing Appendix The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.
0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	CHASSIS OPERATION MANUAL The chassis operation manual will be provided on one (1) USB flash drive.

0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	ONE (1) YEAR MATERIAL AND WORKMANSHIP A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.
0696698	Warranty, Engine, Cummins, 5 Year, WA0181	ENGINE WARRANTY A Cummins five (5) year limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.
0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	STEERING GEAR WARRANTY A Sheppard three (3) year limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.
0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	FIFTY (50) YEAR STRUCTURAL INTEGRITY The Pierce custom chassis frame only (does not include crossmembers) limited warranty certificate, WA0013, is included with this proposal.
0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.
0733306	Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY A Meritor™ Axle 5 year limited warranty will be provided.
0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.
0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	TEN (10) YEAR STRUCTURAL INTEGRITY The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.
0744240	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	TEN (10) YEAR PRO-RATED PAINT AND CORROSION A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.
0524627	Warranty, Electronics, 5 Year, MUX, WA0014	FIVE (5) YEAR MATERIAL AND WORKMANSHIP The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0695416	Warranty, Pierce Camera System, WA0188	CAMERA SYSTEM WARRANTY A Pierce fifty four (54) month warranty will be provided for the camera system.
0647720	Warranty, Pierce LED Strip Lights, WA0203	COMPARTMENT LIGHT WARRANTY The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.
0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	TRANSMISSION WARRANTY The transmission will have a five (5) year/unlimited mileage warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission. Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.
0685945	Warranty, Transmission Cooler, WA0216	TRANSMISSION COOLER WARRANTY The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be included with this proposal.
0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	WATER TANK WARRANTY A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.
0596025	Warranty, Structure, 10 Year, Body, WA0009	TEN (10) YEAR STRUCTURAL INTEGRITY The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of ten (10) years . A five (5) year limited warranty will be provided on painted roll up doors. The limited warranty certificate, WA0185, is included with this proposal.
0734463	Warranty, Pump, Waterous, 7 Year Parts, WA0382	PUMP WARRANTY The Waterous pump will be provided with a seven (7) year material and workmanship limited warranty . A copy of the warranty certificate will be included with this proposal.
0648675	Warranty, 10 Year S/S Pumping, WA0035	TEN (10) YEAR PUMP PLUMBING WARRANTY The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.
0657990	Warranty, Foam System, Husky 3, WA0231	FOAM SYSTEM WARRANTY The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	TEN (10) YEAR PRO-RATED PAINT AND CORROSION A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.
0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	THREE (3) YEAR MATERIAL AND WORKMANSHIP The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.
0819254	Certification, Vehicle Stability, CD0196	VEHICLE STABILITY CERTIFICATION The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.
0808564	Certification, Engine Installation, Enf, Cummins X15, 2027	ENGINE INSTALLATION CERTIFICATION The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.
0686786	Certification, Power Steering, CD0098	POWER STEERING CERTIFICATION The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.
0892691	Certification, Cab Integrity, Saber FR/Enforcer, CD0189	CAB INTEGRITY CERTIFICATION The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below: SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks. European Occupant Protection Standard ECE Regulation No.29. SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks. Side Impact The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident. Frontal Impact The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420. Additional Frontal Impact The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420) Roof Crush The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons. Additional Roof Crush The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29) The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area. There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	CAB DOOR DURABILITY CERTIFICATION Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.
0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	WINDSHIELD WIPER DURABILITY CERTIFICATION Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 <i>Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles</i> . The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.
0631974	Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	ELECTRIC WINDOW DURABILITY CERTIFICATION Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.
0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	SEAT BELT ANCHOR STRENGTH Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria. SEAT MOUNTING STRENGTH Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.
0735949	Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	PERFORMANCE CERTIFICATIONS Cab Air Conditioning Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria. Cab Defroster Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. <i>The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.</i> Cab Auxiliary Heater <i>Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.</i>
0545073	Amp Draw Report, NFPA Current Edition	AMP DRAW REPORT The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system. The manufacturer of the apparatus will provide the following: Documentation of the electrical system performance tests. A written load analysis, which will include the following: The nameplate rating of the alternator. The alternator rating under the conditions specified per: Current edition of applicable NFPA standards. The minimum continuous load of each component that is specified per: Current edition of applicable NFPA standards. Additional loads that, when added to the minimum continuous load, determine the total connected load. Each individual intermittent load. All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.
0002758	Amp Draw, NFPA/ULC Radio Allowance	
0799248	Appleton/Florida BTO	

0000018	PUMPER, 2ND GEN
0000012	PIERCE CHASSIS
0004713	ENGINE, OTHER
0046396	EVS 4000 Series TRANSMISSION
0020011	WATEROUS PUMP
0020009	POLY TANK
0028048	FOAM SYSTEM
0020006	SIDE CONTROL
0020007	AKRON VALVES
0020015	ABS SYSTEM
0658751	PUMPER BASE



Electrical Analysis

8/5/2024

Bid #: 951 **Job #:**

Desc: Seaside FD Enforcer Pumper (duplicate to 39846) **Sales Rep:** Myers, Rich

Customer: City of Seaside FD **Organization:** Golden State Fire Apparatus, Inc

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT **Type:** Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0005216	Reel, Booster, Aluminum - Over Pump, Left Side		0.00	36.00	0.00
0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud		0.00	3.00	0.00
0543751	Light, Do Not Move Apparatus		0.00	0.80	0.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0553643	Control, Air Horn at Pmp Pnl, Red Switch, Momentary		0.00	0.16	0.00
0583824	Light, Pump Compt, WIn 3SC0CDCR LED White		0.00	0.36	0.00
0583938	Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3"		0.00	0.30	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable		0.00	0.00	0.00
0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class		0.00	0.00	1.23
0621185	Primer, Trident, Air Prime, Air operated, Auto w/Gauge		0.00	0.01	0.00
0624939	Foam Sys, Husky 3, Single Agent, Multi Select Feature		0.00	55.00	0.00
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber		0.00	26.00	0.00
0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer		0.00	180.00	0.00
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0735006	Intercom, David Clark, 4-Pos, 2-Radio, (D, O, RPTT), 2obC,		0.00	0.00	0.50
0766906	Lights, WIn, PCPSM1*, Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0768059	Lights, WIn, PCPSM2* Pioneer, 12 VDC, 2nd		0.00	0.00	24.00
0768061	Lights, WIn, PCPSM2* Pioneer, 12 VDC, 1st		0.00	0.00	24.00
0776357	Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st		0.00	0.00	13.00
0806466	Lights, Backup, WIn M62BU, LED, For Tail Lt Housing		0.00	3.20	0.00
0817058	Camera, Pierce, LS Mux, R Camera, SD, CL714		0.00	1.20	0.00
0819994	Radio, Jensen, AM/FM/WB, Bluetooth		0.00	0.00	2.00
0820509	ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA		0.00	6.00	0.00
0820894	Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900		0.00	0.00	15.00
0820897	Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900		0.00	0.00	15.00
0820904	Wiring, Spare, 15 A 12V DC 1st NFPA1900		0.00	0.00	60.00
0821191	Wiring, Spare, 20 A 12V DC, Batt Dir, 1st NFPA1900		0.00	0.00	20.00
0895310	Siren, Federal Q2B		0.00	100.00	0.00
0896616	Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip		0.00	0.64	0.00
0722038	HVAC, Heavy-Duty, Enforcer, w/X15, CARE	Load Managed	0.00	0.00	100.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0063658	RS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0083701	Compt, Rear, Rollup, 44.50" FF, 25.88" D	NFPA	0.90	0.00	0.90
0092582	Load Manager/Sequencer, MUX	NFPA	0.56	0.56	0.00
0563675	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	NFPA	0.35	0.00	0.00
0564655	Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt	NFPA	1.80	2.70	0.00
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	NFPA	7.81	0.00	0.00
0586382	Gauges, Engine, Included With Pressure Controller	NFPA	0.30	0.00	0.00
0603606	Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	NFPA	1.26	0.00	0.00
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	NFPA	1.00	0.00	0.00
0607159	Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro	NFPA	1.23	0.00	0.00
0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	NFPA	0.80	0.00	0.00
0625210	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED,	NFPA	0.12	0.00	0.00
0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear	NFPA	0.80	0.00	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

8/5/2024

Bid #: 951
Desc: Seaside FD Enforcer Pumper (duplicate to 39846)
Customer: City of Seaside FD
Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:
Sales Rep: Myers, Rich
Organization: Golden State Fire Apparatus, Inc
Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	NFPA	1.60	0.00	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00
0648332	Cab, Enforcer, 7010	NFPA	6.80	10.20	0.00
0653937	Flasher, Headlight Alternating	NFPA	0.08	0.00	0.00
0661576	Lights, Step, P25 LED 4lts, Perimeter Scene Lt Sw	NFPA	1.00	0.00	0.00
0666770	Lights, Side Zone Upper, WIn M6* LED	NFPA	1.80	2.70	0.00
0682503	Light Shield/Step 8", LED, P25 LED Stp Lt	NFPA	4.00	0.00	0.00
0686562	Light, Rear Zone Up, WIn MCFLED2* LED	NFPA	3.00	0.00	0.00
0727359	Cabinet, Rear Facing, RS, 26.75 W x 20 H x 22 D, Ext Acc Only,	NFPA	0.20	0.20	0.00
0735474	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber	NFPA	0.35	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	NFPA	0.10	0.00	0.00
0758657	DEF Tank, 8.0 Gallon, LS Fill, Rear of Rear Axle, Common Door	NFPA	0.60	11.40	0.00
0760868	Lights, Cargo/Dunnage, Dual LED Light Strips, Each Side	NFPA	0.30	0.00	0.00
0768311	Light, Directional/Marker, Intermediate, Truck-Lite 30375Y Grm Mt	NFPA	0.10	1.00	0.00
0768474	Lights, Hose Bed, Below Alum Cvr, Amdor AY-LB-12HW040, 40"	NFPA	2.40	0.00	0.00
0768755	Lightbar, WIn, Freedom IV-D, 81",	NFPA	6.48	5.16	14.72
0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door	NFPA	0.80	0.00	0.00
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	NFPA	4.20	4.20	0.00
0791528	Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	NFPA	0.60	1.20	0.00
0797346	Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out Wrn Lts,	NFPA	0.70	0.70	0.00
0801886	Trans, Allison 6th Gen, 4500 EVS P, Imp/Vel/Enf	NFPA	2.00	2.00	0.00
0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0812267	Engine, Cummins X15, 500 hp, 1850 lb-ft, W/OBD, EPA 2027,	NFPA	6.00	0.00	0.00
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX,	NFPA	1.20	0.00	0.00
0819024	Siren, WIn 295HFS2 Remote, Single Amp, Other Speaker, Non-	NFPA	1.40	12.60	0.00
0826104	Controller, Pressure, FRC, Pump Boss Max, PBA500	NFPA	1.80	0.00	0.00
0889306	Lights, Side Zone Lower Rear, WIn M6V2**	NFPA	1.82	2.72	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	NFPA	1.00	0.00	0.00
0892704	Lights, Walk Surf, 8-P25 LED, Hose Bed Cover, Overall Height	NFPA	0.07	0.00	0.00
0893909	Cabinet, Rear Facing, LS, 26.75 W x 20 H x 23 D, Ext Acc Only,	NFPA	0.20	0.20	0.00
0895781	Lights, Side Zone Lower Middle, WIn M6*	NFPA	1.80	2.70	0.00
0895907	Lights, Side Zone Lower Front, WIn M6**	NFPA	1.80	2.70	0.00
0899300	Lights, Front Zone, WIn M6** M6RS M6RS M6**, Inside Steady	NFPA	3.60	5.40	0.00
0647728	Alternator, 430 amp, Delco Remy 55SI	S	0.00	0.00	0.00
Load Totals:			90.53	486.77	311.35

Note: Minimum Continuous Load is in "Blocking Right of Way" mode. (Reference current edition of NFPA 1901)

Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)

Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

Alternator Output at Idle: 253.00

Alternator Output at Governed Speed: 369.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

8/5/2024

Bid #: 951
Desc: Seaside FD Enforcer Pumper (duplicate to 39846)
Customer: City of Seaside FD
Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:
Sales Rep: Myers, Rich
Organization: Golden State Fire Apparatus, Inc
Type: Multiplexed

Minimum Continuous Load	
Supply:	253.00
Demand:	90.53
Variance:	162.47

Total Connected Load	
Supply:	369.00
Demand:	301.88
Variance:	67.12

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

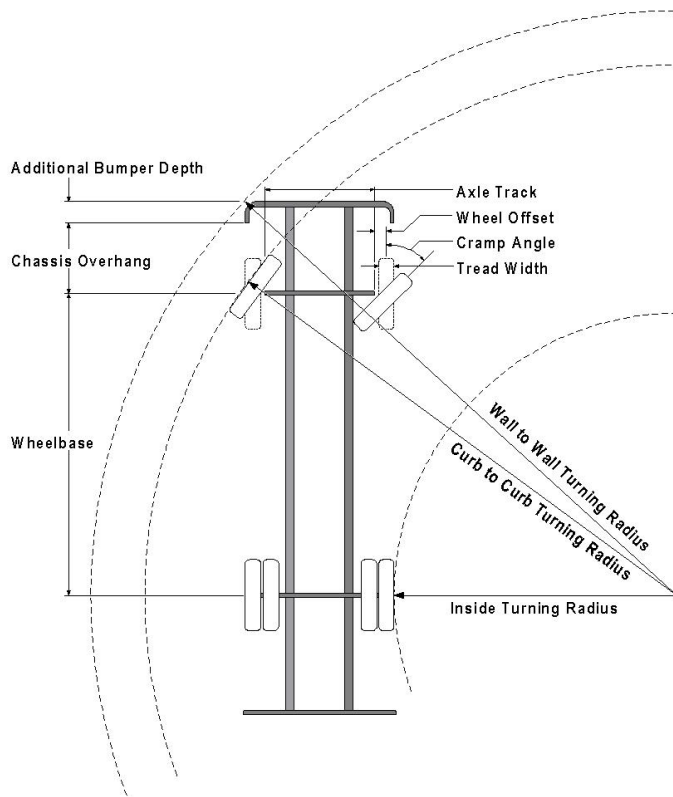


Turning Performance Analysis

08/05/2024

Bid Number: 951
Department: City of Seaside FD

Chassis: Enforcer Chassis
Body: Pumper, Medium, Aluminum, 2nd Gen



Parameters:

*Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	5.25 in.
Tread Width:	16.3 in.
Chassis Overhang:	65.95 in.
Additional Bumper Depth:	13 in.
Front Overhang:	78.95 in.
Wheelbase:	191.5 in.

Calculated Turning Radii:

Inside Turn:	14 ft. 10 in.
Curb to curb:	29 ft. 0 in.
Wall to wall:	32 ft. 11 in.

Category	Option	Description
Axle, Front, Custom	0629940	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer
Wheels, Front	0604672	Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot
Bumpers	0606557	Bumper, 13" Extended, Saber FR/Enforcer
Tires, Front	0899438	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply

Notes:

*Actual Inside cramp angle may be less than shown.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:	
Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.



4 PRODUCT WARRANTIES

Exhibit "C"



Fire and Rescue Apparatus

One (1) Year Material and Workmanship

Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0008



Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel



exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL
OR CONSEQUENTIAL DAMAGES.**

* Airport operated crash trucks and fire department
operated trucks employed to respond to fires,
hazardous material releases, rescue and other
emergency-type situations.

** United States includes American Samoa, the
Commonwealth of Northern Mariana Islands, Guam,
Puerto Rico and the U.S. Virgin Islands.



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R. H. SHEPPARD CO., INC.
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Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
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Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of \$85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
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Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 4

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

PIERCE MANUFACTURING INC.

Authorized Signature

Authorized Signature

Title

Title



Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity

Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years -or- 30,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

6/29/2020 WA0384

CUMMINS-MERITOR COMMERCIAL VEHICLE SYSTEMS WARRANTY

COVERAGE FOR THE
UNITED STATES AND CANADA
MODEL YEAR 2024 VEHICLES



Meritor

WARRANTY INFORMATION

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl = Unlimited	P = Parts Only P&L = Parts and Labor
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Notice:

Models or components that are approved for use by Cummins-Meritor's vocational guidelines contained in Cummins-Meritor publication TP-9441 for axles, SP-8320 for trailer axles and TP-12126 for drivelines, or any other products that have an application approval completed with Cummins-Meritor which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles, parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting **meritor.com** or by contacting Cummins-Meritor at **866-OnTrac1 (866-668-7221)**.

LINEHAUL WARRANTY INFORMATION

Vocational Definition of Linehaul

- Long distance hauling of food, goods and finished materials
- Not included are raw ferrous materials, minerals (except oil), sand, gravel, stone, rocks, topsoil, waste or logs
- Linehaul includes turnpike and hub & spoke

Linehaul Vehicles

- Auto Hauler¹
- Bulk Hauler¹
- Chip Hauler^{1,2}
- Doubles
- Flatbed
- General Freight
- Grain Hauler¹
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker¹
- Triples

¹ Cummins-Meritor classifies these vehicle types as high center of gravity, which require special axle housing considerations.

² Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is:

- High mileage operation (over 60,000 miles/year)
- Greater than 30 miles between starts and stops
- Maximum grades of 12%
- Well maintained highways of concrete or asphalt construction (100% on-road)

- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel).

Note: Category B job sites, terminals, docks, transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud; or other similar surfaces) are **NOT** approved for certain linehaul axle models.

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	MFS-10-144A-N	MFS-12-143A-N	MFS-13B-132B-N	MFS-14G-132B-N
FF-941	MFS-12-122A-N	MFS-12E-143A-N	MFS-13B-132C-N	MFS-14-132C-N
FF-942	MFS-12-122B-N	MFS-12-144A-N	MFS-14-122A-N	MFS-14F-132C-N
FF-943	MFS-12-122C-N	MFS-13-122A-N	MFS-14-122B-N	MFS-14G-132C-N
FF-944	MFS-12E-122A-N	MFS-13-122B-N	MFS-14F-122B-N	MFS-14-142B-N
FF-961	MFS-12E-122B-N	MFS-13-122C-N	MFS-14G-122B-N	MFS-14F-142B-N
FF-966	MFS-12E-122C-N	MFS-13-132B-N	MFS-14-122C-N	MFS-14G-142B-N
FF-967	MFS-12-124A-N	MFS-13-132C-N	MFS-14F-122C-N	MFS-14-142C-N
FG-941	MFS-12-132B-N	MFS-13-143A-N	MFS-14G-122C-N	MFS-14F-142C-N
FG-943	MFS-12-132C-N	MFS-13-144A-N	MFS-14-124A-N	MFS-14G-142C-N
MFS-10-122A	MFS-12E-132B-N	MFS-13B-122B-N	MFS-14-132B-N	MFS-14-143A-N
MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-122C-N	MFS-14F-132B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

MS-19-14X	MS-23-17H ^{1,2}	RS-23-160	RS-23-185
RS-21-160	MS-23-17X ²	RS-23-161	RS-23-186

¹ Not approved for use in any Category B job sites, terminals, docks or transfer sites.

² Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

LINEHAUL WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-40-160/P ^{1,2}	RZ-166 ²	MA-40-17H ³	MT-34-14X/P ⁴	MT-40-14X/P ⁴
RT-46-160/P ^{1,2}	RT-50-160/P ^{1,2}	RZ-188	MT-40-14T/P	MT-40-14H/E ^{3,4}
RT-46-164/P ^{1,2}	MA-40-165	MA-40-175	MT-40-14X/P ⁴	

¹ These models required for Chip Hauler and Linehaul warranty consideration.

² Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

³ Not approved for use in any Category B job sites, terminals, docks or transfer sites.

⁴ Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

Trailer Axles¹

Beam and Brackets	5/500/P, 1/100/L
TPX3000 Axle Series ²	10/Unl/P, 1/Unl/L
Wheel End Systems ³	
Standard System ⁴	1/100/P&L
AxlePak5	5/Unl/P&L
AxlePak7 ⁵	7/Unl/P&L

¹ For brake components and ABS coverage, refer to appropriate product warranties.

² Structural components only excluding spindle wear. Spindle wear is 5/Unl/P, 1/Unl/L.

³ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁴ When installed by Cummins-Meritor.

⁵ When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.

TAG/Pusher Axles¹

TQ, TR Beam and Brackets	5/750/P&L
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¹ For brake components and ABS coverage, refer to appropriate product warranties.

Trailer Mechanical Suspension Systems¹

IMS40 (Integrated Mechanical Suspension – Tandem) ²	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) ²	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems

MPA40 (Tandem Axle Parallelogram) ¹	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty ²	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

¹ Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

² "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™ ¹	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ ²	12-Years or Wearable Life/P
EX+ L and EX+LS Air Disc Brake™ ³	5/500/P, 1/Unl/L
EX+L Air Disc Brake Extended Standard Warranty ^{3,4}	5/500/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

² Based on stamped wear diameter max.

³ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P.
Warranty coverage for pads is 1/100/P.

⁴ Applies only to calipers using friction: MA9300 (EX225LXXXCGXXX).

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is:

- Typically, moderate mileage operation (less than 60,000 miles/year)
- An average of 3 to 30 miles between starts and stops
- Maximum grades of 12%
- Generally, on-road service (less than 10% off-road allowed)
- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel) or Category B job sites, terminals, docks and transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud, or other similar surfaces)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	MFS-7-113C-N	MFS-12-132C-N	MFS-14G-122B-N	MFS-16-122A-N
FF-941	MFS-7-153C-N	MFS-12E-132C-N	MFS-14-122C-N	MFS-16-133A-N
FF-942	MFS-7-163C-N	MFS-12-143A-N	MFS-14F-122C-N	MFS-16-135A-N
FF-943	MFS-8-113B-N	MFS-12-144A-N	MFS-14G-122C-N	MFS-16-143A-N
FF-944	MFS-8-143A-N	MFS-12E-143A-N	MFS-14-124A-N	MFS-18-133A-N
FF-946	MFS-8-153B-N	MFS-13-122A-N	MFS-14-132B-N	MFS-18-135A-N
FF-961	MFS-8-163B-N	MFS-13-122B-N	MFS-14F-132B-N	MFS-18-193A-N
FF-966	MFS-10-122A	MFS-13B-122B-N	MFS-14G-132B-N	MFS-20-133A-N
FF-967	MFS-10-143A-N	MFS-13-122C-N	MFS-14-132C-N	MFS-20-135A-N
FG-941	MFS-10-144A-N	MFS-13B-122C-N	MFS-14F-132C-N	MFS-20-192A-N
FH-941	MFS-12-122A-N	MFS-13-132B-N	MFS-14G-132C-N	MFS-20-193A-N
FH-946 ¹	MFS-12E-122A-N	MFS-13-132C-N	MFS-14-142B-N	MFS-22-135A-N
FL-941	MFS-12-122B-N	MFS-13B-132B-N	MFS-14F-142B-N	MFS-22H-135A-N
FL-943	MFS-12E-122B-N	MFS-13B-132C-N	MFS-14G-142B-N	MFS-22-193A-N
MFS-6-151A-N	MFS-12-122C-N	MFS-13-143A-N	MFS-14-142C-N	MFS-22H-193A-N
MFS-6-153B-N	MFS-12E-122C-N	MFS-13-144A-N	MFS-14F-142C-N	
MFS-6-162B-N	MFS-12-124A-N	MFS-14-122A-N	MFS-14G-142C-N	
MFS-6-153C-N	MFS-12-132B-N	MFS-14-122B-N	MFS-14-143A-N	
MFS-6-162C-N	MFS-12E-132B-N	MFS-14F-122B-N	MFS-14-144A-N	

¹ Can also be used with reduced steer angles in tag position in Coach applications.

GENERAL SERVICE WARRANTY INFORMATION

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-162 ¹	RS-23-186	MS-26-616-SP
MS-17-14X	MS-23-17X	RC-23-165 ¹	RS-24-160	RS-30-185
MS-19-13X	RS-21-160	RS-23-160	RC-25-160	MS-30-616
MS-19-14X	RC-23-160	RS-23-161	RS-26-185	MS-30-616-SP
MS-21-13X	RC-23-161	RS-23-185	MS-26-616	RS-35-380

¹ 3/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	RT-52-185 ¹	MT-70-380
MT-40-14T/P	RT-46-169	MT-58-616	RZ-188
MT-40-14X/P	MT-52-616	RT-58-185 ¹	

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P	RT-46-160/P	RT-46-164/P	RT-50-160/P	RZ-166
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Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A
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Brake Components

Cam Q Series Trailer Brakes ¹	3/Unl/P, 1/Unl/L
Cam P ²	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ ^{1,2}	2/200/P&L
ASA	3/Unl/P
ASA ²	2/200/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ ³	12-Years or Wearable Life/P
EX+ Air Disc Brake™ ⁴	2/Unl/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III or Chassis Protect.

² Applies to Tour Bus and Cross Country Coach only.

³ Based on stamped wear diameter max.

⁴ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

GENERAL SERVICE WARRANTY INFORMATION

Trailer Axles¹

Beam and Brackets ²	5/Unl/P, 1/Unl/L
TPX4000 Axle Series ³	10/Unl/P, 1/Unl/L
Wheel End Systems ⁴	
Standard System ⁵	1/Unl/P&L
AxlePak5	5/Unl/P&L
AxlePak7 ⁶	7/Unl/P&L
AxlePak10 ⁷	10/Unl/P&L

¹ For brake components and ABS coverage, refer to appropriate product warranties.

² 9000 Series is 3/Unl/P, 1/Unl/L

³ Structural components only excluding spindle wear. Spindle wear 5/Unl/P, 1/Unl/L.

⁴ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁵ When installed by Cummins-Meritor.

⁶ When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.

⁷ AxlePak10 is limited to Intermodal Chassis applications equipped with TPX4000 series axles.

TAG/Pusher Axles¹

TQ, TR Beam and Brackets	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946 ²	2/Unl/P&L

¹ For brake components coverage, refer to appropriate product warranties.

² 3/Unl/P&L if sold with PreSet by Cummins-Meritor.

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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Trailer Mechanical Suspension Systems¹

IMS40 (Integrated Mechanical Suspension – Tandem) ²	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) ²	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems¹

MPA40 (Tandem Axle Parallelogram) ²	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty ³	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings ⁴	5/Unl/P, 3/Unl/L
Shock Absorbers	2/Unl/P&L
Lift Kit System	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor.

³ "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame, consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.

⁴ Raw wood applications 3/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicles

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle¹
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Train
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus¹
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

¹ Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is:

- Moderate mileage operation (less than 60,000 miles per year)
- On/off-road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	MFS-7-113C-N	MFS-12E-132C-N	MFS-14G-122B-N	MFS-16-122A-N
FF-941	MFS-7-153C-N	MFS-12-143A-N	MFS-14-122C-N	MFS-16-133A-N
FF-942	MFS-7-163C-N	MFS-12-144A-N	MFS-14F-122C-N	MFS-16-135A-N
FF-943	MFS-8-113B-N	MFS-12-155	MFS-14G-122C-N	MFS-16-143A-N
FF-944	MFS-8-153B-N	MFS-13-122	MFS-14-124A-N	MFS-18-133A-N
FF-946	MFS-8-163B-N	MFS-13-122B-N	MFS-14-132B-N	MFS-18-135A-N
FF-961	MFS-10-122A	MFS-13B-122B-N	MFS-14F-132B-N	MFS-18-192A-N
FF-966	MFS-10-143A-N	MFS-13-122C-N	MFS-14G-132B-N	MFS-18-193A-N
FF-967	MFS-10-144A-N	MFS-13B-122C-N	MFS-14-132C-N	MFS-20-133A-N
FG-941	MFS-12-122	MFS-13-132B-N	MFS-14F-132C-N	MFS-20-135A-N
FG-943	MFS-12E-122	MFS-13B-132B-N	MFS-14G-132C-N	MFS-20-192A-N
FH-941	MFS-12-122B-N	MFS-13-132C-N	MFS-14-142B-N	MFS-20-193A-N
FH-946	MFS-12E-122B-N	MFS-13B-132C-N	MFS-14F-142B-N	MFS-22-135A-N
FL-941	MFS-12-122C-N	MFS-13-143A-N	MFS-14G-142B-N	MFS-22H-135A-N
FL-943	MFS-12E-122C-N	MFS-13-144A-N	MFS-14-142C-N	MFS-22-193A-N
MFS-6-151A-N	MFS-12-124A-N	MFS-13-155	MFS-14F-142C-N	MFS-22H-193A-N
MFS-6-153B	MFS-12-132B-N	MFS-14-122	MFS-14G-142C-N	RF-16-145
MFS-6-162B	MFS-12E-132B-N	MFS-14-122B-N	MFS-14-143A-N	RF-21-160
MFS-6-162C	MFS-12-132C-N	MFS-14F-122B-N	MFS-14-144A-N	

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Front Drive Steer Axles – 2/Unl/P&L

MX-10-120	MX-12-120 EVO	MX-16-120	MX-19-140	MX-23-160
MX-10-120 EVO	MX-14-120	MX-18-120	MX-21-140	MX-23-810
MX-12-120	MX-14-120 EVO	MX-17-140	MX-21-160	

Front Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-14-130-FV (FSD-14A)	MX-20-130-FV (FSD-20A)	MX-23-130-SD (SDA-2300)
MX-10-130-FV (FSD-10A)	MX-16-130-FV (FSD-16A)	MX-21-130-FV (FSD-21A)	
MX-12-130-FV (FSD-12A)	MX-18-130-FV (FSD-18A)	MX-21-130-SD (SDA-2100)	
MX-13-130-FV (FSD-13A)	MX-18-130-SD (SDA-1800)	MX-23-130-FV (FSD-23A)	

Rear Drive Axles – 2/Unl/P&L

MS-17-14X	RH-23-160	RS-23-186/380	MS-26-616-SP	RS-30-185/380
MS-19-14X	RS-23-160	RS-24-160	RS-26-185/380	MS-35-380
MS-21-14X	RC-23-161	RC-25-160	RC-26-633	RS-38-380
RS-21-160	RS-23-161	RS-25-160	MS-30-616	MT-58-616
RC-23-160	RS-23-185	MS-26-616	MS-30-616-SP	MT-58-616-SP

Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A
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Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-52-616	MT-58-616	RT-70-380
MT-40-14T/P	RT-46-169	MT-52-616-SP	MT-58-616-SP	MT-70-380
MT-40-14X/P	RT-58-160	RT-52-185/380 ^{1,2}	RT-58-185/380 ^{1,2}	RZ-188

¹ Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

² Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P/A ³	RT-46-160/P/A ^{1,3}	RT-46-164/P ^{2,3}	RT-50-160/P/A ³	RZ-166
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¹ U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

² Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

³ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam P	3/Unl/P
Cam P	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™ ¹	3/Unl/P&L
Q+ Drum Brake™ ²	2/100/P&L
ASA	3/Unl/P
ASA ²	2/100/P
Hubs/Cast Drums and Other Wheel-End Components ³	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake ⁴	2/100/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

² Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

³ Based on stamped wear diameter max.

⁴ Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P. Warranty coverage for pads is 1/100/P.

Gearboxes – 1/Unl/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3124 (T-2119)	MTC-3312-FV (TC-270)
MTC-3106-FV (TC-137)	MTC-3203	MTC-3220-FC (TC-142)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/RTC-25)	MTC-4206-FV (TC-38)
MTC-3112-CV (548C)	MTC-3206-FV (TC-237)	MTC-4208
MTC-3116 (T-2111 through-shaft)	MTC-3206-CS (544)	MTC-4210
MTC-3118-FV (TC-180 and TC-180-23)	MTC-3208-GV (RTC-50)	MTC-4213
MTC-3118-CV (358)	MTC-3209-GV (MTC-60/RTC-60)	
MTC-3120-FV (TC-143)	MTC-3212-CV (315 and 548B)	

Trailer Axles¹

Beam and Brackets ²	5/Unl/P, 1/Unl/L
Wheel End Systems ³	
Standard System ⁴	1/Unl/P&L

¹ For brake components coverage, refer to appropriate product warranties.

² 9000 Series is 3/Unl/P, 1/Unl/L

³ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁴ When installed by Cummins-Meritor.

Trailer Air Suspension Systems¹

MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components ²	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings ²	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

¹ For axle coverage, refer to appropriate product warranties.

² Raw wood applications 3/Unl/P, 1/Unl/L

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck ■ Ambulance ■ Crash Fire Rescue ■ Rapid Intervention ■ Tanker
- Aerial Platform ■ Command Vehicle ■ Pumper Vehicle (RIV)

Fire and Emergency Typically Is:

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-135A-N	MFS-20-135A-N	MFS-22H-135A-N
FL-943	MFS-18-193A-N	MFS-20-193A-N	MFS-22-193A-N
MFS-18-133A-N	MFS-20-133A-N	MFS-22-135A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19-140	MX-21-140	MX-21-160	MX-23-160	MX-23-810
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Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-185	RC-25-160	RS-35-185 ¹
RS-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-161	RS-24-160	RS-30-185	

¹ 2/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-46-160/P	RT-50-160/P	MT-58-616
RT-40-160/P	RT-46-164/P	MT-52-616	RT-58-185 ¹
MT-44-14X/P	RT-46-169	RT-52-185 ¹	MT-70-380 ²

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

² 2/Unl/P&L

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3124 (T-2119)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3206-FV (TC-237)	MTC-4206-FV (TC-38)
MTC-3111 (T-2111 through-shaft)	MTC-3206-CS (544)	MTC-4208
MTC-3112-CV (548C)	MTC-3208-GV (RTC-50)	MTC-4210
MTC-3118-FV (TC-180 and TC-180-23)	MTC-3209-GV (MTC-60/RTC-60)	MTC-4213
MTC-3118-CV (358)	MTC-3212-CV (315 and 548B)	
MTC-3120-FV (TC-143)	MTC-3312-FV (TC-270)	

FIRE AND EMERGENCY WARRANTY INFORMATION

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™ ¹	2/Unl/P&L

¹ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P.
Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle ▪ Commuter Coach ▪ Transit Bus ▪ Trolley
- City Bus ▪ Shuttle Bus

Transit Bus Typically Is:

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/300/P&L

FH-946	FH-941 ¹	MFS-12-155	MFS-13-155
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¹ Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	71163	RC-23-162 ¹	RS-21-160
RC-23-161	79163	RC-23-165 ¹	

¹ Commuter coach only – 2/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002	MC-16003	FH-946
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Center Non-drive Axles – 5/300/P&L

MC-26000	71063	79063
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Gearboxes – 1/Unl/P&L

MGX-450	MGX-451	MGX-538
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Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™ ¹	2/100/P&L
ASA ¹	2/100/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake ²	2/100/P&L

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

¹ Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

² Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P.
Warranty coverage for pads is 1/100/P.

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial and Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All and Rough Terrain Cranes
- Forestry
- Material Handling
- Specialized Heavy Haul
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining and Specialized Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial and Off-Highway Service Typically Is:

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are not typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 1/Uni/P

FF - 941	FG - 941	FN - 951	MFS-20-192A-N	MFS-22-193A-N
FF - 943	FG - 943	FS-25	MFS-20-193A-N	MFS-22H-193A-N
FF - 961	FL - 941	MFS-20-133A-N	MFS-22-135A-N	MON-ZO FAMILY
FF - 966	FL - 943	MFS-20-135A-N	MFS-22H-135A-N	

Rear Drive Axles – 1/Uni/P

MT-14X ¹	RS-23-380	RS-30-185	RT-145 ¹
RS-23-186	RS-24-160	RS-30-380	RT-160 ¹

¹ 2/Uni/P for LO/LO Terminal Tractor applications

Planetary Axles – 1/Uni/P

MOB	MOE	MOH	MOT	MOZ
MOC	MOF	MOR	MOX	
MOD	MOG	MOS	MOY	

Gearboxes – 1/Uni/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

PTO – 1/Uni/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3118-FV (TC-180 and TC-180-23)	MTC-3208-GV (RTC-50)
MTC-3106-FV (TC-137)	MTC-3118-CV (358)	MTC-3209-GV (MTC-60/RTC-60)
MTC-3111 (T-2111 through-shaft)	MTC-3120-FV (TC-143)	MTC-3220-FC (TC-142)
MTC-3112-CV (548C)	MTC-3124 (T-2119)	
MTC-3116 (T-2111)	MTC-3206-FV (TC-237)	

Drivelines – 1/Unl/P

RPL	MXL
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Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Cummins-Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Cummins-Meritor with suspension and interface brackets designed and/or attached by non-Cummins-Meritor parties, Cummins-Meritor warranty coverage does not apply to the brackets, bracket attachment methods and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles¹

Linehaul – King Pin Bushings 1yr/Unl P&L
All Other Vocations – King Pin Bushings Excluded

¹ King Pin Bushing wear excluded for all vocations.

Rear Axles

Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA

Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake

Brake lining wear and brake shoe “rust-jacking.”

Disc Brake

Pad wear, rotor wear.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Cummins-Meritor representative for specific details.

Front Axles

Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles

Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Cummins-Meritor. If yoke is not installed by Cummins-Meritor, then Cummins-Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles

The Cummins-Meritor breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake

Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30

Wearable life is up to the discard diameter of the drum.

Terms and Conditions

(1) What is Covered by this Commercial Warranty?

Meritor Heavy Vehicle Systems, LLC warrants to the owner (“Owner”) that the components listed in this publication, which have been installed by an Original Equipment Manufacturer (“OEM”) as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM’s vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner or the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Cummins-Meritor publication Maintenance Manual Number 1 and the applicable Cummins-Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

TERMS AND CONDITIONS

(2) Designation of Vocational Use Required

To obtain warranty coverage, each Owner must notify Cummins-Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Cummins-Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Cummins-Meritor directly. Failure to notify Cummins-Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Cummins-Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Cummins-Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Cummins-Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage or vocation from that which was originally approved by Cummins-Meritor), (II) accident, natural disaster, abuse or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity) or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals or lube levels). This warranty does not cover any component or part that is not branded by Cummins-Meritor. **For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.**

(5) Remedy

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Cummins-Meritor's option. Cummins-Meritor reserves the right to require that all applicable failed materials are available and/or returned to Cummins-Meritor for review and evaluation.

(6) Disclaimer of Warranty

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies

In no event shall Cummins-Meritor be liable for special, incidental, indirect or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Cummins-Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Cummins-Meritor service location. The dealer will inspect the vehicle and contact Cummins-Meritor for an evaluation of the claim. When authorized by Cummins-Meritor, the dealer will repair or replace during the term of this warranty any defective Cummins-Meritor component covered by this warranty.

(9) Entire Agreement

This is the entire agreement between Cummins-Meritor and the Owner about warranty and no Cummins-Meritor employee or dealer is authorized to make any additional warranty on behalf of Cummins-Meritor. This agreement allocates the responsibilities for component failure between Cummins-Meritor and the Owner.



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Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

WARRANTY - MODEL YEAR 2021 VEHICLES

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter ³	
Air Compressors (ALL) ²	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/UnI/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System) ³	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components ¹ (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer
- Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL) ²	
Air Dryers (ALL)	
Trailer Control Line Filter ³	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve ³	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

WARRANTY - MODEL YEAR 2021 VEHICLES

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation³
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telehandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalpers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injector Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components ¹	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

WARRANTY - MODEL YEAR 2021 VEHICLES

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?

ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through

the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

- (3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.
- (4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.
- (5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.
- (6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- (7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.
- (8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .
- (9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





**For further product details contact your distributor or the
WABCO Customer Care Center at 855-228-3203.**

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and \$3.4 billion (WABCO). For more information, visit: www.wabco-na.com



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0012



Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Five (5) Year Material and Workmanship

Command Zone Electronics

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Command Zone control modules shall be free from failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0014



Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship

Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to \$10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty. This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner. Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission. Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization. Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of \$700 to remove, replace, or repair the oil cooler.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



UNITED PLASTIC FABRICATING, INC.

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime



UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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BULLETIN



TO: All Dealer Service Representatives

From: Kevin Hanegraaf

DATE: January 4, 2010

RE: UPF Tank Warranty Policy – Truck in Accident

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect.** This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity Apparatus Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is \$ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of \$ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

- 1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.
- 2./ Corrosion of the substrate due to paint system failure.
- 3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

- 1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.
- 2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.
- 3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.
- 4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
- (b) the repair of such product or part, or
- (c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

F-2891 (04/15/20)

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Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion. This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

One (1) Year Material and Workmanship Foam System & Five (5) Year Material and Workmanship Control Head Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Limited warranty 1 year parts and labor for the foam system and 5 years parts and labor for the control head.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	One (1) Year & Five (5) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty. This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship

Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

5 DEALER SUPPLIED PRODUCTS AND /OR SERVICES

Exhibit "D"

DEALER-SUPPLIED PRODUCTS AND SERVICES

Golden State Fire Apparatus Inc. (GSFA) will furnish the following items and/or services before final delivery so that all necessary components and support are in place, contributing to an efficient final delivery process. Please refer to the detailed list below for a comprehensive overview of the products and/or services included:

AUTHORIZED MANUFACTURER

In accordance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." The manufacturer, as of the proposal submission, holds a valid license in compliance with this requirement and is prepared to furnish a copy upon request. This adherence to regulatory standards ensures that the manufacturer maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED DEALERSHIP

In compliance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "a dealer in vehicles of a type subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." Golden State Fire Apparatus, Inc. possesses a valid license at the time of the bid, as detailed above, and can promptly provide a copy upon request. This adherence to regulatory standards ensures that the dealership maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED SALES REPRESENTATIVE

In accordance with the State of California Vehicle Code, specifically Section 11800, it is expressly prohibited for any individual to function as a vehicle salesperson without obtaining a license issued by the Department of Motor Vehicles (DMV). The representative, at the time of proposal, holds a valid vehicle salesperson's license and is ready to furnish a copy upon request. This adherence to regulatory standards ensures that the sales representative maintains a current and official status, promoting transparency and compliance with legal requirements throughout the bidding process and subsequent phases.

VEHICLE REGISTRATION

In adherence to the State of California Vehicle Code Section 11739, it is mandated that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer" through the Department of Motor Vehicles (DMV). Golden State Fire Apparatus, Inc., being a factory-authorized dealer of the

vehicle being sold, is duly authorized to register with the State of California as a new vehicle manufacturer.

GSFA is committed to facilitating an excellent vehicle ownership experience for the customer. As such, we will manage all necessary applications and complete all transfer papers, including the application for California Exempt "E" license plates. This approach ensures compliance with regulatory requirements and a hassle-free registration process for our valued customers.

WEEKLY PROGRESS PHOTOGRAPHS

GSFA is committed to ensuring transparency and comprehensive reporting throughout the construction process of the apparatus. To achieve this, GSFA will provide weekly photographs capturing various stages of the apparatus or major components under construction.

Commencing from the initiation of the manufacturing process, the photographic documentation will extend throughout the entire production phase by the manufacturer. These weekly reports will offer a visual representation of the ongoing progress of the apparatus, highlighting key milestones and showcasing unique features and aspects as construction unfolds.

Our focus is to provide stakeholders with a clear and detailed insight into the evolution of the apparatus, fostering a deeper understanding of the craftsmanship and distinct elements incorporated during the construction process. This commitment to regular, visual updates aims to enhance communication and transparency regarding the development of the apparatus.

FIREFIGHTING EQUIPMENT

Golden State Fire Apparatus Inc. will furnish the following firefighting equipment prior to the final delivery:

- Ten (10) SNAP-TITE model FC50X100Y50S, 5X100' Cpld 5Stz Yel Conqst Polyester Dj Attack/Supply Hose
- One (1) TFT model BBH, 1NH Ultimatic Nozzle 10-125GPM With Shutoff
- One (1) ELKHART model LMRBE50S6, 5STZ X 6NHF Long Handle 1902L 30 Degree Low Profile Relief Valve, Right Side Handle

FINAL INSPECTION, FACTORY VISIT

A final inspection trip to the manufacturing facility is included for four (4) Customer representatives. The primary objective of this visit is to ensure the adherence of the apparatus to specifications and promptly identify any potential deficiencies. The final inspection trip is anticipated to span three (3) days and two (2) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the final inspection trip.

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will deliver the apparatus to our Northern California facility located in Sacramento for a comprehensive dealer preparation inspection. This service, conducted at the expense of GSFA, aims to have the apparatus in optimal condition at the time of final delivery.

To ensure the proper break-in of all components while still under warranty, the apparatus will be delivered under its own power. The use of rail or truck freight for transportation is deemed unacceptable in order to uphold the highest standards of quality assurance during the delivery process. This approach not only aligns with warranty considerations but also emphasizes the commitment to delivering a fully operational apparatus to our valued customers.

PRE-DELIVERY SERVICE

Before the final delivery, the apparatus undergoes a pre-delivery service conducted by Golden State Fire Apparatus, Inc. This inspection and corrective process encompass the following key areas:

1. Engine Compartment and Undercarriage:
 - Inspect for broken mounting brackets.
 - Verify correct fluid capacities for engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear-end fluid, pump transmission oil, and primer oil if applicable.
2. Interior:
 - Confirm proper operation of doors, windows, and locks, ensuring accurate adjustment.
 - Inspect upholstery for quality and condition.
3. Exterior:
 - Address reasonable paint scratches or chips.
 - Tighten any loose hardware.

- Inspect tires and wheels, ensure proper pressure and lug torquing.
4. Road Test:
 - Conduct a road test with a full water tank (if applicable), covering approximately twenty miles on both city and highway roads.
 - Perform a DOT compliant brake test to verify the system is holding air.
 - Inspect brake condition, wheel seals, and ensure drive train components reach optimal operating temperatures.
 5. Electrical:
 - Verify the operation of all lights, sirens, and other electrical accessories.
 6. Pump:
 - If applicable, vacuum test the pump for a 15-minute hold.
 - Operate relief valve, transfer valve, and check pump shift.
 - Inspect water tank for leaks and calibrate the water level gauge.
 - Rapid test all individual gauges and main gauges for calibration with discharge caps loose.
 - Lubricate valve rods.
 7. Foam System:
 - If applicable, tighten caps and connect foam lines.
 - Test selector valves, metering valve, and overall operation of the foam system, including a flush.
 8. Fuel and DEF Tanks:
 - Fill the fuel tank and DEF tank at the dealership location prior to final delivery.
 9. Wash:
 - Thoroughly wash the apparatus at the dealership location prior to final delivery.

This pre-delivery service assists in the apparatus meeting our high standards of quality and operational efficiency before reaching its final destination.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will deliver the completed Product, inclusive of any relevant equipment, spare parts, and supplies, to the Customer's specified address at GSFA's expense.

In preparation for the Product's delivery, the Customer is required to furnish GSFA with proof of liability and physical damage insurance. GSFA will withhold the release of the Product until such proof of insurance is provided.

To ensure a timely delivery process, it is incumbent upon the Customer to settle any outstanding balance owed to GSFA before or at the time the Product is completed and ready for delivery. In the event of delayed payment or delivery, GSFA reserves the right to impose a daily finance charge of \$150.00 and a daily storage fee of \$50.00 until payment is received.

For compliance with insurance liability considerations, the Product will only be delivered upon full acceptance and full payment, or through a prior written agreement mutually reached between the Customer and GSFA. This ensures a secure and efficient finalization of the delivery process, aligning with both parties' obligations and safeguarding against potential liabilities.

SERVICE ADVANTAGE

In a world that demands immediate response, we recognize that the service and support of your apparatus should be no different. Established in 1989, Golden State Fire Apparatus Inc. proudly stands as an authorized full line sales and service dealership for Pierce Manufacturing Inc. Our commitment is to deliver prompt, professional service, and unwavering support for our products.

Situated within a spacious 33,814-square-foot facility in Sacramento, featuring 18 functional working bays, our location is strategically positioned near Highway 99, providing convenient access to the Interstate 80 and Highway 50 interchanges. This central location ensures easy transit to the Bay Area and the Interstate 5 corridor.

Count on Golden State for warranty and technical support, covering repairs and services spanning chassis, body, electrical, pump, routine maintenance, equipment mounting, pump testing, and more. Our mobile service program is designed to offer field repairs when and where you need them, which helps to minimize emergency apparatus downtime.

Our service staff includes professionals that are factory-trained by Pierce and hold ASE and EVT certifications. These professionals undergo recurrent training on chassis, electrical systems, and aerial devices to ensure they are equipped to handle diverse challenges.

At our dedicated two-story, 4,500 square-foot parts distribution department, we maintain an extensive inventory of both Pierce and non-Pierce parts. If a required part is not readily available, we promptly order it directly from the factory. Our primary goal is to keep your equipment on the road and ready for action.

With a single contact to a single source, Golden State offers a blend of service, support, and sales, all conveniently housed under one roof. We invite you to visit us at any time to witness firsthand our capability to serve your department. We take pride in proving our commitment to your firefighting needs!

END OF EXHIBIT "D"

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PURCHASE OF A REPLACEMENT PIERCE FIRE ENGINE FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$1,032,072.23 FROM GOLDEN STATE FIRE APPARATUS AND AUTHORIZE STAFF TO PROCEED WITH A LEASE-PURCHASE FINANCING

WHEREAS, the Fire Department's current Type 1 Engine (E04) is Pierce engine with 66,994 miles and 7,343 engine hours, and;

WHEREAS, according to the National Fire Protection Association Guideline 1901 Standard for Automotive Fire Apparatus: "It is recommended that apparatus greater than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status", and;

WHEREAS, the City of Seaside Fire Department seeks to purchase the replacement of one Front-Line Type 1 Fire Engine, and;

WHEREAS, the approved fiscal year 2024-2025 adopted budget includes appropriations for the purpose of procuring a replacement Type 1 Fire Engine, and;

WHEREAS, Golden State Fire Apparatus is a member of the Sourcewell Cooperative Purchasing Program which supports cooperative purchasing, allowing the City the opportunity to access competitively awarded and nationally leveraged cooperative purchasing contracts, and;

WHEREAS, Golden State Fire Apparatus provided a lease purchase proposal for one Pierce Enforcer 500 GPM Type 1 Engine, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the purchase of a replacement Type 1 Engine from Pierce for the fire department and accepts the proposal from Golden State Fire Apparatus in the amount of \$1,032,072.23.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of August 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Adolfo Gonzalez, Project Manager

DATE: August 15, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH 4LEAF, INC. IN AN AMOUNT NOT TO EXCEED \$50,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

RECOMMENDATION

Adopt a resolution authorizing a contract with 4Leaf, Inc. in the amount not to exceed \$50,000.00 to provide building and safety services to the Building and Code Enforcement Department.

BACKGROUND

Building, Safety and Code Enforcement Services requires staff with specialized knowledge and expertise in various areas of design and construction related to building code standards. These areas include but are not limited to architectural, structural, fire-safety, accessibility/CASp (Certified Access Specialist), energy, mechanical, electrical and plumbing.

The City, on occasion, is in need of consultants who specialize in these fields to provide additional technical support for City staff. With multiple small, medium and large projects in the queue, the City is in need of additional building, safety and code enforcement services to augment our current staff in providing plan check, field inspection, and permitting services.

On December 28, 2023 a Request for Qualifications for Building and Safety Services was advertised to create an on-call list of consultants. On February 1, 2024 the on-call list was approved by the City Council, Resolution 24-07.

FISCAL IMPACT

The funding for Building and Safety Services Contract are within the Building and Code Enforcement Services Department Budget for this fiscal year under account 100-7210-2073.

ATTACHMENTS

1. Resolution
 2. 4Leaf Scope of Services
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH WEST COAST CODE CONSULTANTS, INC. IN AN AMOUNT OF \$50,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

WHEREAS, Building, Safety and Code enforcement services encompasses a specialty of engineering with expertise in architectural, structural, fire-safety, accessibility/CASp, energy, mechanical, electrical and plumbing; and

WHEREAS, the City of Seaside, on occasion, in in need of consultants who specialize in building, safety and code enforcement; and

WHEREAS, on December 28, 2023, the City released an Request for Qualifications for professional services for Building, Safety and Code Enforcement Services; and

WHEREAS, based on competitive proposals submitted on January 19, 2024 by firms that have performed similar work, 4Leaf, Inc., CSG Consultants, Shums Coda Associates, TRB+Associates and West Coast Code Consultants were selected as the most qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.

WHEREAS, 4Leaf Inc., is available to provide building and safety services immediately; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute a contract with 4Leaf Inc., to provide Building, Safety and Code Enforcement Services as described in Exhibit A.

PASSED AND ADOPTED at a regular City Council meeting of the City Council of the City of Seaside duly held on the 15th day of August 2024, by the following vote:

AYES: COUNCIL MEMBERS
NOES: COUNCIL MEMBERS
ABSENT: COUNCIL MEMBERS
ABSTAIN: COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

QUALIFICATIONS TO PROVIDE
PROFESSIONAL ON-CALL
CONSULTING SERVICES
TO THE
CITY OF SEASIDE

SECTION 3.1

INSPECTION



4LEAF, INC.

Packet Page 344



SECTION 3: SCOPE OF WORK – INSPECTION

INSPECTION SERVICES

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.



Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

GOFORMZ

4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.



The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.

QUALIFICATIONS TO PROVIDE
PROFESSIONAL ON-CALL
CONSULTING SERVICES
TO THE
CITY OF SEASIDE

SECTION 3.2

CODE ENFORCEMENT





SECTION 3: SCOPE OF WORK - CODE ENFORCEMENT

Our Code Enforcement personnel are certified through the **International Code Council, CACEO, and various training programs offered through accredited institutions**. In addition, most of our personnel holds a PC832, ICC Property Maintenance and Housing Inspector, and/or CACEO certification (a condensed list of resumes has been included in the Appendix).

4LEAF staff have the experience in working with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in investigative practices that aid in substantiating the validity of a complaint-on a property and in turn addressing verified violations through proper due process noticing.



4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary. We focus on nearly every area of Code Enforcement including, but not limited to, the following categories detailed below.

SCOPE OF SERVICES & AREAS OF ENFORCEMENT

Blight Enforcement

Our team works to identify and enforce state and local laws pertaining to the maintenance of private property. Through field contact with tenants and property owners, our team works efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.

Business License Enforcement

4LEAF is trained to identify businesses that operate without a required business license, making them non-compliant with municipal code requirements.

Classroom Training with CEUs

You can often find members of 4LEAF training nationally for organizations such as the International Code Council (ICC), American Association of Code Enforcement (AACE), California Association of Code Enforcement Officers (CACEO), and other nationally recognized affiliations of these chapters. 4LEAF's training leads include Cecilia Muela, Pete Roque, Nick Henderson, CBO, and Anthony Mullins. Our instructors are nationally accredited and offer Continuing Education Credits (CEUs).





Our trainers currently cover topics such as:

- 10 Most Common Complaints
- Accessible Parking
- ADU Legislation
- Agency Promotion Community Relations
- Banner and Sign Enforcement
- Basic Ethics
- Basic Ethics and Inspections
- Basic Ethics, Authority, and Inspections
- Basic Inspection Protocol
- Basic Report Writing
- Basic Residential Construction
- Blueprint Reading
- Building And Safety Presentation
- Building Blocks for Code Enforcement Officer Success
- Building Code
- Building Inspections and Code Enforcement – A Powerful Duo
- Case Documentation
- Case Management from Start to Finish
- Code Enforcement 101
- Code Enforcement Culture
- Courtroom Testimony and Demeanor
- Dealing With Difficult People
- Effective Communications – Bridging the Gap with External and Internal Customers
- Ensuring Short-Term Rental Reg. Compliance
- Essentials for Short-Term Rental Enforcement
- Establishing Code Enforcement Culture
- Ethics
- Hoarding
- Individual Awareness and Preparation
- Inspection Protocol
- Interior Inspections
- Intermediate Communications
- Interview And Interrogation
- Interview And Report Writing
- Investigative Report Writing
- IPMC 2021 or 2018 Exam Prep
- IPMC 2021 Overview
- Landlord Tenant Disputes
- Legal Aspects
- Marketing Your Code Enforcement
- Mobile Vending
- Mold, Lead, Asbestos, & Vectors Enforcement
- Multi-Agency Task Forces
- Officer Safety – Drug Awareness for the Code Enforcement Officer
- Officer Safety – Encountering Mental Illness in the field of Code Enforcement (Self-Care)
- Officer Safety – Field Inspection Protocols for the Code Enforcement Officer
- Officer Safety – Gang Awareness for the Code Enforcement Officer
- Officer Safety – Hazardous Building Safety for the Code Enforcement Officer
- Planning And Zoning Basics
- Property Maintenance
- Public Nuisance Abatement
- Public Outreach Changing Public Perception
- Rental Property
- Report Writing Revised
- Right Of Entry and Inspection Warrants
- RRP Code Enforcement
- Safe And Proper Procedures on Contacts
- Simplifying Your Presentation
- Spanish Communication
- Substandard Housing
- Task Forces
- Teamwork And Task Forces
- Topics
- Vector Control
- Vehicle Abatement
- Vendor Enforcement
- West Nile Virus



Community Outreach

4LEAF will review current outreach and engagement initiatives and make appropriate recommendations to the City. Items typically reviewed include:

- Opportunities for involvement in community events
- Creation of pamphlets and marketing material
- Social media engagement
- News media outlets
- Municipal Code Enforcement web page
- Review of frequently asked questions



Department Assessments

4LEAF is working with many Community Development Departments to provide assessments of their code units reviewing closely staffing levels, Standard Operating Procedures (including branding/rebranding, target issues, prioritization of existing Code Enforcement cases, community engagement strategies, written materials such as compliance notices, postings and door hangers, data entry, inspection response time management, and training programs. Additionally, 4LEAF provides in-house assessments and regular meetings with directors and municipal stakeholders for plan implementation and execution.

Hearing Officers

4LEAF has Hearing Officers available for contracted municipalities. Our seasoned officers are trained to understand the existing Municipal Code as well as other adopted codes and make a knowledgeable determination regarding the validity of a violation. Results may include the issuance of fines or granting additional time for compliance for respondents with unusual hardships.

Inspections

4LEAF can provide certified and qualified staff to perform inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties are compliant with applicable sections of the current editions of the International Property Maintenance Code (IPMC), Municipal Code, Zoning Code, California Health and Safety Codes, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Building, CA Residential Code, CA Building Code, and trade codes. Upon assignment, 4LEAF's Code Enforcement staff will be ready to respond and provide compliance solutions to code cases, new and existing, with minimal impact to current processes.



4LEAF Code Enforcement Inspectors are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the municipality.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of municipal codes exists
- Consult with the City Council as required, when requested by the Code Enforcement Manager/Director, and when escalated enforcement may be required.



- Comply with the City's procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- ⊖ Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a Code Enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and municipal staff on a daily basis as needed.

Lead Abatement

Although lead-based legislation has been around since the 1950s, nationwide regulation was not enforced until 1971 with the introduced of the Lead-Based Paint Poisoning Prevention Act (LBPAPA), which prohibited the use of lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. In 1973, an amendment to the LBPAPA stated that lead-based paint should be removed from pre-1950 housing and structures. Our Code Enforcement team follows the requirements set forth by the State of California to ensure proper lead safe practices are taking place in removal of lead-based paint to protect citizens from exposure.



Additionally, our team participated at the National Healthy Homes Conference in 2022 in Baltimore, MD, where we spoke on the importance of Code Enforcement for Lead Paint Abatement Programs to safeguard communities.

Massage Parlor Enforcement

This scope can often be utilized for undercover stings with partnering agencies for businesses that not only violate criminal laws but also building code violations, licensing requirements, and potential massage parlor ordinances in the City. Early detection is vital in these cases and steps include background checks and other reasonable means of identification and clearances. Our team has championed programs specializing in identifying and mitigating illegal actions in massage parlors.

Parking Enforcement

4LEAF has the capabilities of providing parking enforcement. This includes:

- Enforcement of state and municipal parking regulations.
- Removal of abandoned and nuisance vehicles from the public right-of-way.
- Issuance of parking citations and review of contested citations.

Policy Review

4LEAF shall review and read current policies and procedures and define policy clearly to set the tone for your municipality's Code Enforcement Program. A clear policy communicates defined expectations to stakeholders whether it's how they handle complaints, how Code Enforcement Officers conduct compliance reviews, or any



other aspect that the municipality needs to have communicated and consistently followed. 4LEAF will develop a well-defined user-friendly format.

Program Analysis

4LEAF understands that Code Enforcement is an essential part of a community's public health and safety, providing a regulatory mechanism to ensure the public's overall wellbeing. Addressing the community's concerns in a timely and efficient manner is paramount to a successful Code Enforcement Program. 4LEAF personnel will perform the following:

- Conduct investigative inspections of unpermitted activities.
- Create standard operating procedures, if required.
- Conduct review of all administrative/misdemeanor citations.
- Provide guidance for resolution of high case load along commercial corridors.
- Assist with complex code enforcement cases.
- Provide guidance for resolution of existing cases.
- Provide in-house and/or field training of traditional Code Enforcement protocols.
- Create an outreach plan to address and deter unpermitted vending/commercial corridor violations.

Program Development

4LEAF project managers have the experience in working collaboratively with clients to further develop and enhance their Code Enforcement Program when requested. Our project managers are currently working with local jurisdictions to revise and strengthen Code Enforcement Programs to gain voluntary compliance, provide resident education, and effectively communicate with the public. 4LEAF staff takes an approach in recommending, implementing, and executing program assessments, creation of policies and procedures, creation of training manuals for new hires, providing educational materials for the public, providing staff with up-to-date training, teaching current Code Enforcement staff options for compliance using adopted ordinances, and providing recommendations to cases that may require specialized expertise that may be sensitive in nature. 4LEAF staff also has designated staff tracking recent legislation to ensure the municipality follows state regulations and clients are aware of upcoming legislation that may affect their Code Enforcement Program.

Project-Specific Assignments

Our Code Enforcement Directors are often brought on board by municipalities to provide consulting for long-standing cases that need a fresh set of eyes and assessment. The Code Enforcement team at 4LEAF will lend their considerable expertise in bringing those difficult cases into compliance. We will review your most challenging cases, assess the work done to date, confer with the Municipal Code and your department's Standard Operating Procedures. Once our analysis is complete, 4LEAF will provide you with a detailed report of our findings and specific, step-by-step strategies to get those cases off the active roster. 4LEAF personnel will be available to speak with stakeholders such as Department Heads, Council, and other elected officials. If necessary, we can also provide Expert Witness Testimony.



Rental Housing Enforcement

Our team will assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.



Review and Develop SOPs

4LEAF routinely works with Code Enforcement Divisions to review the current Standard Operating Procedures and provide suggestions for enhancing SOPs. Our staff can also help implement and train the existing municipal personnel in these changes. Currently, we are providing these services for California municipalities such as the cities of Napa, Lathrop, and Artesia.

Staff Augmentation

4LEAF specializes in providing personnel to municipalities on a part-time or full-time basis. At your request, our staff arrives at your door with training opportunities, study materials, company phones, and energy- saving fleet vehicles. 4LEAF's Code Enforcement Staff Augmentation personnel categories include:

- Department Director
- Department Manager
- Code Enforcement Manager and Training Officer
- Senior Code Enforcement Officer
- Code Enforcement Officer I & II
- Code Enforcement Coordinator/Technician
- Hearing Officer



Short-Term Rental Programs

One of the fastest growing programs within Code Enforcement Divisions is short-term rentals. 4LEAF assists with compliance with municipal short-term rental ordinances that require property owners to adhere to several rules including limiting the number of daytime and overnight guests, prohibiting events and amplified sound, and posting specific rules and emergency information, among others.

Stormwater Enforcement

4LEAF provides Stormwater Enforcement. This includes the visual inspection of infrastructure dedicated to the management of rainwater. Violations would include having inadequate erosion/sediment controls for property, failing to conduct/document inspections, illegal dumping, overgrowth of vegetation, and flooding.

Substandard Housing

One of the major areas of code enforcement throughout the U.S. is the inspection of Substandard Housing. 4LEAF Code Enforcement Officers routinely inspect and report any violations to housing codes including substandard and uninhabitable conditions, un-permitted construction, unlawfully created units





or spaces, inadequate or non-existent heating, accumulated trash and debris, lack of utilities, property maintenance, mold, and rodent/insect infestations.

Tobacco Enforcement

These programs ensure that retailers are properly licensed/permitted for the sale of tobacco and such establishments are posting proper notification such as STAKE Act stickers at each point of sale. In addition, we can assist in compliance with work-place smoking and vaping prohibitions.

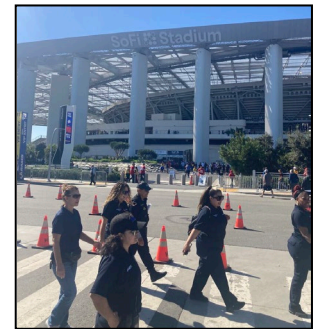


Field Staff Training

Aside from the classroom training, 4LEAF personnel are also available to conduct field training. This includes ride-alongs with municipal personnel. This hands-on approach is often effective for training in communication, technical training, and enforcement of municipal codes.

Vendor Enforcement

4LEAF personnel are trained to enforce State and Local laws regarding unpermitted vending activity, issue Administrative Citations to vendors, generate inspection reports, testify at hearings, and provide strategic planning for large scale vending activities associated with entertainment venues. Specifically, 4LEAF staff are trained in enforcement of unpermitted vending ordinances on municipality-owned or controlled property such as parks, public rights of way (sidewalks) and areas outside the permitted vending spaces.



Zoning

It is imperative that approved Zoning Plans result in development and construction that is fully aligned with such approved Plans. 4LEAF staff will work with Departments to verify such alignment. Examples include:

- Construction of a building that is not allowed in a particular zoning designation.
- Building a structure (or an addition to a structure) that is too tall or that obstructs another person's view or access to light/air space.
- Conducting various operations in non-designated areas, including manufacturing, packaging, selling, growing, labeling, and other business/industrial activities.
- Living in spaces that are not designated as residential areas.
- Creating amounts of pollution or noise that exceed local limits.
- Adherence to set back and lot coverage requirements.

QUALIFICATIONS TO PROVIDE
PROFESSIONAL ON-CALL
CONSULTING SERVICES
TO THE
CITY OF SEASIDE

SECTION 3.3

PLANNING





SECTION 3: SCOPE OF WORK – PLANNING

APPROACH

Since establishing our Planning Division in 2018, 4LEAF has worked with numerous jurisdictions providing Comprehensive Planning, Project Review, and Environmental Planning Services including: On-Call Planning, Specific Plans, General Plan Amendments, including Updates of Housing and Safety Elements, and work on Long-Range initiatives related to fire resiliency and disaster recovery. Within the past 12 months, 4LEAF has added 20+ new municipalities to our on-call Planning service contracts and we have staffed a wide array of professional Planning personnel to include staff augmentation from the Planning Technician to Planning Director levels and everything in between.

In addition to providing Comprehensive, On-Call Planning Support, and Environmental Document preparation services, 4LEAF is currently working with the ABAG Joint Planning Collaborative for Napa and Sonoma County Housing Elements, addressing the housing challenges facing the region and overseeing planning sessions with the Collaborative's Steering Committee. 4LEAF is providing Housing Elements to the cities of San Marino, Santa Clarita, Cotati, Cloverdale, Cupertino, Sebastopol, and Gonzales. **We are experienced in working with the California Department of Housing & Community Development (HCD) providing RHNA number appeal services.**

4LEAF Planners also have experience working with the Department of Housing and Urban Development (HUD) and the Department of Housing and Community Development (HCD) policies and regulations, and reviewing applications for completeness and consistency with Local, State, and Federal regulations. Our staff's attention to detail and organized approach to project management helps maintain project schedules and ensures positive and timely results. 4LEAF Planners have the specific skills to complete any request.

Our Planners possess the technical writing and report preparation abilities needed to convey the greatest detail in a manner that is easy to understand with solid recommendations of findings rooted in the plans, policies, and codes that reinforce the City's vision. We are dedicated to understanding the vision of a community and rigorously working towards that vision. We utilize application checklists as the foundation of our review and translate policies and regulations as they apply to development applications. We transpose our findings into informative, concise, and simple to understand staff reports or studies. These endeavors cannot be accomplished in a vacuum and our staff are well-versed in project management and will work diligently with other departments and agencies to ensure that the highest levels of review and feedback are achieved.

4LEAF Planners will arrive on-site with a positive attitude and will make every attempt to move projects forward to achieve successful outcomes. We are creative in our approach and can develop alternative methods to achieve the best outcome for the communities, agencies, and applicants. The Planning Division at 4LEAF is responsible for integrating staff into Local and State jurisdictions where we are routinely called upon to supplement vacancies and staff shortages. We also provide staff augmentation services when projects require focused processing and management of a variety of land use applications for compliance with land development codes and general, adopted area, and specific plans.





Our team evaluates the environmental impacts of private development proposals and coordinates with other divisions to ensure that standards for building safety and infrastructure systems are appropriately addressed with new development.

4LEAF's Planning duties include the development of submittal forms to meet statutory requirements, taking in and reviewing projects for rebuilding and temporary housing, conducting pre-design rebuild meetings, responding to the planning and zoning information hotline as applicable, and conducting site inspections and property research to support application processing and meetings.

4LEAF Planners have successfully taken on complex planning duties in locations hardest hit by wildfires in recent years including the:

- City of Pleasant Hill (CA)
- City of Sausalito (CA)
- County of Sonoma (CA)
- County of Santa Cruz (CA)
- County of Jackson (OR)
- City of Pinole (CA)
- City of Vallejo (CA)
- City of Fairfax (CA)
- City of Hollister (CA)
- City of Rohnert Park (CA)

Our ability to augment services to expedite Planning and permitting processes ensures that residents are afforded an opportunity to get their lives back. Other recent on-call Planning placements include the County of Jackson, Oregon where we are managing and staffing the Fire Recovery program and the City of Pinole where we staff a Permit Technician, Code Enforcement Officer, a Project Planner, and a 4-month contract for a Planning Manager to oversee the Planning, Building, and Code Enforcement Divisions. In addition, 4LEAF worked with the City of Pleasant Hill to oversee complex developer funded projects as well as City-driven policy updates.

4LEAF has successfully placed a variety of skilled staff in public and private agencies for over 22 years. Our professional, certified, and registered staff bring the greatest knowledge and understanding of their respective fields, which ensures that our clients receive staff that are highly experienced and able to assimilate into the City's team. We thrive on customer service and recognize that every contact we make—whether an applicant, the general public, or an agency representative—is critical for building and maintaining partnerships.



Customer care is a core value at 4LEAF, and our staff is expected to operate in a fashion aligned with this value. Our Planners have successfully completed many design review applications, use permits, subdivisions/plats, land development code updates, general and comprehensive plan updates and development, cannabis regulations, environmental documentation oversight, affordable housing, and solar, wind, and energy compatibility projects.

QUALIFICATIONS TO PROVIDE
PROFESSIONAL ON-CALL
CONSULTING SERVICES
TO THE
CITY OF SEASIDE

SECTION 3.4

PLAN REVIEW



4LEAF, INC.

Packet Page 358



SECTION 3: SCOPE OF WORK – PLAN REVIEW

PLAN REVIEW SERVICES

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CAsp) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

We have a robust amount of experience with software that aids in the implementation of process mapping, such as e-PlanSoft, TRAKiT, EnerGov, Accela, and iWorQ.



QA/AC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Seaside each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Seaside with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Seaside or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Seaside processing requirements and return them to the City, along with our letter of completion.



TURN-AROUND TIMES

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.

Project Name	Description	Expedite	Dates	Due Date	EPC	PCN	Status	Date Returned
660-19-301	BLD19-4722 9520 Plaza Valley St...	Y	10-02-2019	10-08-2019	Y	3	CAN	03-25-2019
660-19-075	BLD19-3803 11333 Vineyard Sp...	Y	05-15-2019	05-20-2019	Y	2	CAN	03-25-2019
660-19-083	GRD19-0032 2888 Sandy Rd Santa...	Y	03-25-2019	03-13-2019	Y	1	CAN	03-07-2019
660-19-111	BLD19-1577 4385 Parker Hill Rd ...	Y	03-25-2019	03-28-2019	Y	1	CAN	03-26-2019
660-19-129	GRD19-0054 3444 CHICKEN RIDGE R...	Y	03-29-2019	04-12-2019	Y	1	CAN	
660-19-162	BLD19-2132 5810 Crystal Ct Santa...	Y	04-16-2019	04-22-2019	Y	1	CAN	04-24-2019
660-19-164	BLD19-2208 147 Woodley Ct Santa...	Y	04-17-2019	04-22-2019	Y	1	CAN	04-23-2019
660-19-178	BLD19-2208 4729 Pressley Rd San...	Y	04-19-2019	04-24-2019	Y	1	CAN	04-24-2019
660-19-186	GRD19-0071 4323 Wallace Rd San...	Y	04-19-2019	05-03-2019	Y	1	CAN	
660-19-206	BLD19-2189 5810 Crystal Ct Santa...	Y	05-10-2019	05-16-2019	Y	2	CAN	
660-19-272	BLD19-3803 4838 Cottage Ln San...	Y	08-27-2019	08-30-2019	Y	2	CAN	08-29-2019



Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

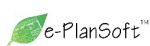
Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:





BUILDING DEPARTMENT SERVICES

4LEAF has a proven track record of providing Permit Technician/Counter staff and Building Officials to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. 4LEAF has numerous of Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Building Official

The 4LEAF Interim Building Official can provide in-house plan reviews to the City, limiting the amount of projects distributed to outside consultants and helping the City achieve significant cost savings. The Building Official will act as an adjunct staff member to the City and work with City personnel and various departments to perform professional building services including but not limited to plan review, permit technician, building inspection, and code enforcement.

Staff qualifications for this role include evaluating and documenting projects for compliance with applicable building standards and housing codes, on- and off-site plan review, staff augmentation, and other building department related tasks. Proposed staff for this role will be appropriately trained and certified for all work.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days
Building Official	< 2 Days	< 15 Days



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

**SUBJECT: APPROVE A RESOLUTION APPROVING A CONTRACT FOR
\$19,995.00 WITH SKY ELEMENTS AND AUTHORIZING THE
CITY MANAGER TO SIGN THE CONTRACT**

RECOMMENDATION

Authorize the City Manager to sign the contract with Sky Elements for the Drone Show on October 13th 2024 not to exceed \$19,995.00.

BACKGROUND

The City of Seaside will be hosting the City's 70th Birthday Celebration on Sunday, October 13, 2024, on the lawn at City Hall. The City has celebrated its birthday a variety of different ways over the years, and for this occasion staff is recommending a one of a kind Drone Show to commemorate this milestone in the City's history. There will also be a variety of free games and activities for the community to enjoy with some local live music.

The Drone Show itself will be 15 minutes, and will feature 150 drones. The show will be staged across the street from City Hall at Laguna Grande Park, and the show itself will be visible over Laguna Grande Lake.

Although, this is a free event with a wide variety of activities for the community. The main draw is the fireworks sky concert, and it is an essential piece for the overall success of the event.

FISCAL IMPACT

The cost for the Drone Show is is **\$19,995.00**

There is \$22,085.39 in residual funds from the Adopted Budget in the following account

There is enough funds in this account to pay the deposit for the fireworks, and when FY2020-21 is adopted we will pay the balance July 5th 2020.

ATTACHMENTS

1. Resolution
2. Pyrotechnic Proposal
3. Insurance Certificates

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
A CONTRACT FOR \$27,500 WITH PYRO SPECTACULARS AND AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN AGREEMENT**

WHEREAS, the City Council of the City of Seaside has considered the need to hire a company to provide a Fireworks Display for the City of Seaside's 4th of July community event "Red, White, & Blues"(s); and

WHEREAS, the City Council has considered the previous working relationship with Pyro Spectacular and their knowledge of pyro techniques; and

WHEREAS, the City Council finds that it is in the best interest of the City of Seaside to contract with Pyro Spectacular for a fireworks display for the Red, White, & Blues community event

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the contract with Pyro Spectaculars for the fireworks display and authorizes the City Manager to sign all necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of March 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ian Oglesby, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk
City of Seaside

PYRO SPECTACULARS

by Souza®

2020 Pyrotechnic Proposal



City Of Seaside

July 4, 2020

February 7, 2020

City of Seaside
Daniel Meewis
440 Harcourt Street
Seaside, CA 93955

Dear Mr. Meewis,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2020 event. The following proposal outlines your custom designed **Sky Concert™** Program "A" for the amount of \$27,500.00. The various fireworks elements provided are prepared to shoot from Bayonet & Black Horse Golf Course for approximately 15-20 minutes.

Our full service program includes music production and choreography, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of the fully executed agreement returned to our office by April 3, 2020 along with your deposit and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either me or your Customer Service Representative Shannon Ross at (909) 355-8120.

Sincerely,

PYRO SPECTACULARS NORTH, INC.

Pat Dyas

Show Producer

PYRO Show Producer

PD/sr

Enclosures

Pyro Spectaculars North, Inc.

5301 Lang Ave. • McClellan, CA 95652 • Phone: (916) 640-0173 • Fax: (916) 640-0174

Packet Page 368

PYRO
SPECTACULARS
by Souza



www.pyrospec.com



Product Synopsis • Pyrotechnic Proposal

City of Seaside

PROGRAM A- July 4, 2020

\$27,500.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 3" Sky Concert Opening Salutes	30
Total of Opening	30

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Sky Concert Selections	200
◆ 4" Sky Concert Selections	180
◆ 5" Sky Concert Selections	18

Total of Main Body - Aerial Shells 398

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	100 Shots
◆ Sousa Diamond Line Custom Multishot Device	600 Shots
◆ Sousa Emerald Line Custom Multishot Device	300 Shots
◆ Sousa Pro-formance Multishot	665 Shots

Total of Pyrotechnic Devices 1,665

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Sky Concert Bombardment Shells	700
◆ 2.5" Sky Concert Bombardment Shells	180
◆ 3" Sky Concert Bombardment Shells	110
◆ 4" Sky Concert Bombardment Shells	60
◆ 5" Sky Concert Bombardment Shells	12

Total of Grand Finale 1,062

Grand Total 3,155



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2020, by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Seaside**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 4, 2020**, at approximately **9:30 PM**, at **Bayonet & Black Horse Golf Course Driving Range, 1 McClure Way, Seaside, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$27,500.00 USD (TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$13,750.00 USD (THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$00.00 OR an amount to be determined**, for a total of **\$00.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **April 3, 2020**. The balance of the Fee shall be paid no later than **July 6, 2020**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Seaside Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Seaside, 440 Harcourt Street, Seaside, CA 93955.

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Seaside
PROGRAM A
July 4, 2020
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 3, 2020
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

By: 
Its: President

City of Seaside

By: _____

Its: _____

Print Name

SHOW PRODUCER: Pat Dyas

SCOPE OF WORK
PYRO SPECTACULARS NORTH, INC. ("PYRO")
and
City of Seaside ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on July 4, 2020, at approximately 9:30 PM at Bayonet & Black Horse Golf Course Driving Range.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100		FAX (A/C, No): 216-658-7101
	E-MAIL ADDRESS:		
INSURED Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Co.		10851
	INSURER B : Axis Surplus Insurance Company		26620
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1511081522

REVISION NUMBER:

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 REQUIREMENT, TERM OR CONDITION 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			SI8GL00282-201	1/13/2020	1/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000063946-02	1/13/2020	1/13/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as an Additional Insured in regards to General Liability.

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: July 4, 2020

Location of Display: Bayonet & Black Horse Golf Course, Seaside, CA

Additional Insured: City of Seaside, Bayonet and Black Horse Golf Course, B&B Golf Course Properties, LLC, Seaside Resorts Estates I, LLC, Seaside Fire Department, and their officers, agents and employees when acting in their official capacity as such.

CERTIFICATE HOLDER

CANCELLATION

City of Seaside
 440 Harcourt Street
 Seaside CA 93955

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100		FAX (A/C, No): 216-658-7101
	E-MAIL ADDRESS:		
INSURED Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Co.		10851
	INSURER B: Axis Surplus Insurance Company		26620
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1016922305

REVISION NUMBER:

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 REQUIREMENT, TERM OR CONDITION 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			S18GL00282-201	1/13/2020	1/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			P-001-000063946-02	1/13/2020	1/13/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as an Additional Insured in regards to General Liability.

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: July 4, 2020

Location of Display: Bayonet & Black Horse Golf Course, Seaside, CA

Additional Insureds: City of Seaside, B&B Golf Course Properties, LLC, Seaside Resort Estates I, LLC, Seaside Fire Department, Bayonet & Black Horse Golf Course, and their officers, agents and employees when acting in their official capacity as such.

CERTIFICATE HOLDER

CANCELLATION

B&B Golf Course Properties, LLC Seaside Resort Estates I, LLC
 1 McClure Way
 Seaside CA 93955

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director
Leslie Llantero, Assistant Engineer

DATE: August 15, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CUTINO PARK IMPROVEMENT PART 2 PHASE 1 PROJECT FOR AN AMOUNT NOT TO EXCEED \$8,877.75

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Wallace Group for additional construction management services for the Cutino Park Improvement Part 2 Phase 1 Project for an amount not to exceed \$8,877.75.

BACKGROUND

The Cutino Park Improvements Part 2 Phase 1 Project began in April 2023 and included the construction of a parking lot and lighting, playground area and equipment, benches, tables, water fountain, accessible pathways, pathway lighting, bleachers, lawn area, landscaping and irrigation improvements. The project was scheduled to take 180 calendar days. Due to several change orders for the additional concrete pathways, planting, grading improvements, and removal of unknown existing materials at the request of the City, significant scope and time were added to the overall project. The construction time nearly doubled, requiring additional construction management services and daily inspections. The cost outlined in the professional services agreement was based off construction time. The approved contingency amount did not account for the added scope and time and did not accommodate all the construction management activities needed to complete the project. Amendment no. 1 to the

Wallace professional services agreement accounted for most of these additional construction management services in the amount of \$18,991.00.

Additional compensation in the amount of \$8,877.75 is being requested by Wallace for additional construction management services to close out the project. The additional services include punchlist change orders for bollards, headerboard, and red curbing, final inspection, post-construction activities for labor compliance documentation, contractor coordination with final progress payments, release of claims agreement, notice of completion, final retention payment and compiling close out documents.

FISCAL IMPACT

The total approved professional services agreement amount with Wallace Group is \$208,905.00, including a 10% contingency. Additional funds in the amount of \$8,877.75 are being requested for additional construction management services, mostly for post-construction activities. The amount of \$8,877.75 exceeds the total authorized professional services agreement amount. After the Whitson Engineering's design amendment approval at the July 25th Special City Council meeting, there remains \$22,900.00 in the Cutino Park account 348-8910-9570, enough to accommodate the requested amendment of \$8,877.75 to Wallace Group's professional services agreement.

ATTACHMENTS

1. Resolution
2. PSA Amendment

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH WALLACE GROUP FOR ADDITIONAL CONSTRUCTION MANAGEMENT
SERVICES FOR THE CUTINO PARK IMPROVEMENTS PART 2 PHASE 1
PROJECT FOR AN AMOUNT NOT TO EXCEED \$8,877.75.**

WHEREAS, Cutino Park Improvements Part 2 Phase 1 Project (Project) is an approved Capital Improvement Program Project identified in the approved FY 2024/2025 Budget; and

WHEREAS, the construction of Phase 1 began in April 2023 which consisted of a parking lot, lighting, playground, accessible pathways, storm water treatment, pathway lighting, accessible bleachers, benches and landscaping and irrigation improvements; and

WHEREAS, the Project was scheduled to take 180 calendar days; and

WHEREAS, due to several change orders for the additional concrete pathways and landscaping, grading improvements, and removal of unknown existing materials at the request of the City, significant scope and time were added to the overall Project; and

WHEREAS, the construction time nearly doubled, requiring additional construction management services and daily inspections; and

WHEREAS, the cost outlined in the original professional services agreement with Wallace Group did not include the added scope and time for the construction management activities needed to complete the Project; and

WHEREAS, the approved professional services agreement amount for construction management services for the Project is \$208,905.00 including a 10% contingency; and

WHEREAS, Wallace is requesting an additional amount of \$8,877.75 for additional construction management services mostly for post construction activities; and

WHEREAS, after the Whitson Engineering’s design amendment approval at the July 25th Special City Council meeting, there remains \$22,900.00 in the Cutino Park account 348-8910-9570, enough to accommodate the requested amendment of \$8,877.75 to Wallace Group’s professional services agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an amendment to the professional services agreement with Wallace Group for additional construction management services for the Cutino Park Improvements Part 2 Phase 1 Project for an amount not to exceed \$8,877.75.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 15th day August, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

Date: August 15, 2024

Change Requested by: City X Consultant

Contract Date

Project Name

02/02/2023

Construction Management Services for Cutino Park Imprvmnts Part 2 Phase 1

To (Consultant): The Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services."**

Consultant shall perform the tasks described and set forth in Exhibit A, A1 and A2 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, A1 and A2.

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, A1 and A2 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$189,914.00	\$18,991.00	\$8,877.75	\$217,782.75
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
16 Months	June, 30, 2024	12 Months	June, 30, 2025

SUBMITTED BY:		
	Dan Meewis Recreation Director	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin Interim City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Zachary Teske, PE C87350 Director of Construction Management	
Signature	Name and Title	Date



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Mary Gutierrez, Fire Chief

DATE: August 15, 2024

SUBJECT: FIRE STATION 2 PROJECT DESIGN UPDATE AND ADOPT A RESOLUTION CERTIFYING THE INITIAL STUDY-MITIGATED NEGATIVE DECLARATION (IS-MND), APPROVING THE FIRE STATION NUMBER 2 PROJECT AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE FIRE STATION NO. 2 PROJECT AND AUTHORIZE FILING OF A NOTICE OF DETERMINATION

RECOMMENDATION

Open a public hearing to accept public comment on the Initial Study-Mitigated Negative Declaration (IS-MND) prepared for the Fire Station No. 2 Project; certify the IS-MND, approve the Responses to Comments on the Draft IS-MND, approve the Project, adopt the Mitigation, Monitoring and Reporting Program under the California Environmental Quality Act (CEQA); and authorize filing of a Notice of Determination with the Monterey County Clerk and the State Clearinghouse.

BACKGROUND

The City Council received the Fire Station 2 Location Study on September 16, 2021, and directed staff to proceed with design of a new fire station at the corner of Gigling Road and 1st Avenue. On November 3, 2022, the Council approved a Professional Services Agreement with RRM Design group for the design of Fire Station No. 2. On March 2, 2023, the Council approved a Professional Services Agreement with Rincon Consultants for preparation of a CEQA Initial Study-Mitigated Negative Declaration for the Project. The Draft IS-MND was circulated for public review and comment from March 21, 2024 to April 22, 2024.

PROJECT DESCRIPTION

The project would involve the construction and operation of Fire Station No. 2, featuring a 13,010-square foot fire station facility and a 54,106-square foot training area. The fire station would include office, living, and general operations rooms and a 3,048-square foot covered apparatus bay with drive-through access for two bays. Training areas would consist of a 54,106-square foot area, and would potentially include a future planned 3 to 4-story training tower. In addition to the training area, site improvements would include a 2,300-square foot fire apparatus metal pre-engineered storage building, community and staff parking areas, internal driveways, sidewalks along the site frontage and throughout the site, patios, stormwater control, and landscaping. The project would involve the subdivision of a parcel for the fire station and zoning as Public/Institutional. Construction would occur over approximately 13 months. Once operational, the fire station would house up to eight full-time firefighters and provide training facilities for both in-house and countywide activities.

ENVIRONMENTAL COMPLIANCE

Pursuant to CEQA Statute 21065, any activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency is defined as a project and shall follow CEQA requirements as outlined in Title 14, California Code of Regulations, Chapter 3, CEQA Guidelines. The Fire Station No. 2 Project meets the definition of a project.

Rincon Consultants, Inc. prepared an IS-MND (Attachment 3) for the project. The IS-MND was circulated for a 32-day public review period from March 21, 2024 to April 22, 2024. It was submitted to the State Clearinghouse and distributed to State agencies, including the following:

- California Air Resources Board
- California Emergency Management Agency
- California Department of Transportation
- California Department of Conservation
- California Department of Fish and Wildlife
- California Department of Forestry and Fire Protection
- Native American Heritage Commission
- California Department of Parks and Recreation
- Regional Water Quality Control Board
- California Department of Toxic Substances Control

Two comments were received on the Draft IS-MND. Responses to Comments on the Draft IS-MND (Attachment 4) were prepared and one section of the IS-MND was revised; this revision does not include substantially new information or identify new impacts or mitigation measures; therefore, recirculation of the Draft IS-MND is not warranted. Based upon the IS-MND and comments received, a MMRP (Attachment 2) has been developed for the project.

NEXT STEPS

Upon adopting the IS-MND, Responses to Comments on the Draft IS-MND, and MMRP,

and approving the project, the City will file a Notice of Determination with the Monterey County Clerk's office. The project shall implement the measures outlined in the MMRP.

FISCAL IMPACT

None. Design and CEQA services were funded and encumbered under the FY 22/23 Capital Improvements Budget.

ATTACHMENTS

1. Fire Station 2 Design and Development Update Presentation
 2. Resolution
 3. Mitigation Monitoring and Reporting Program
 4. Initial Study - Mitigated Negative Declaration
 5. Responses to Comments on the Draft IS-MND
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

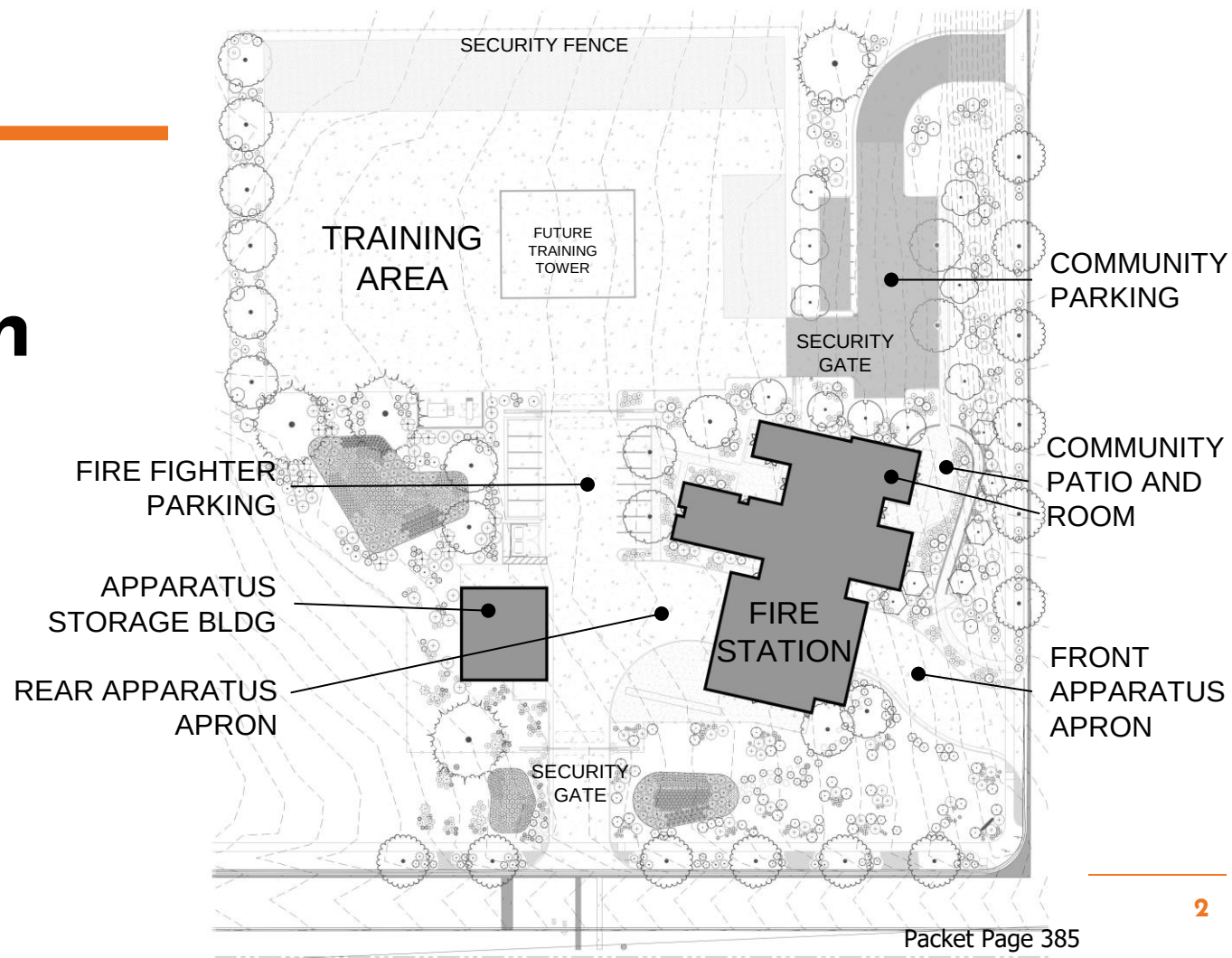


Fire Station 2 Project Update

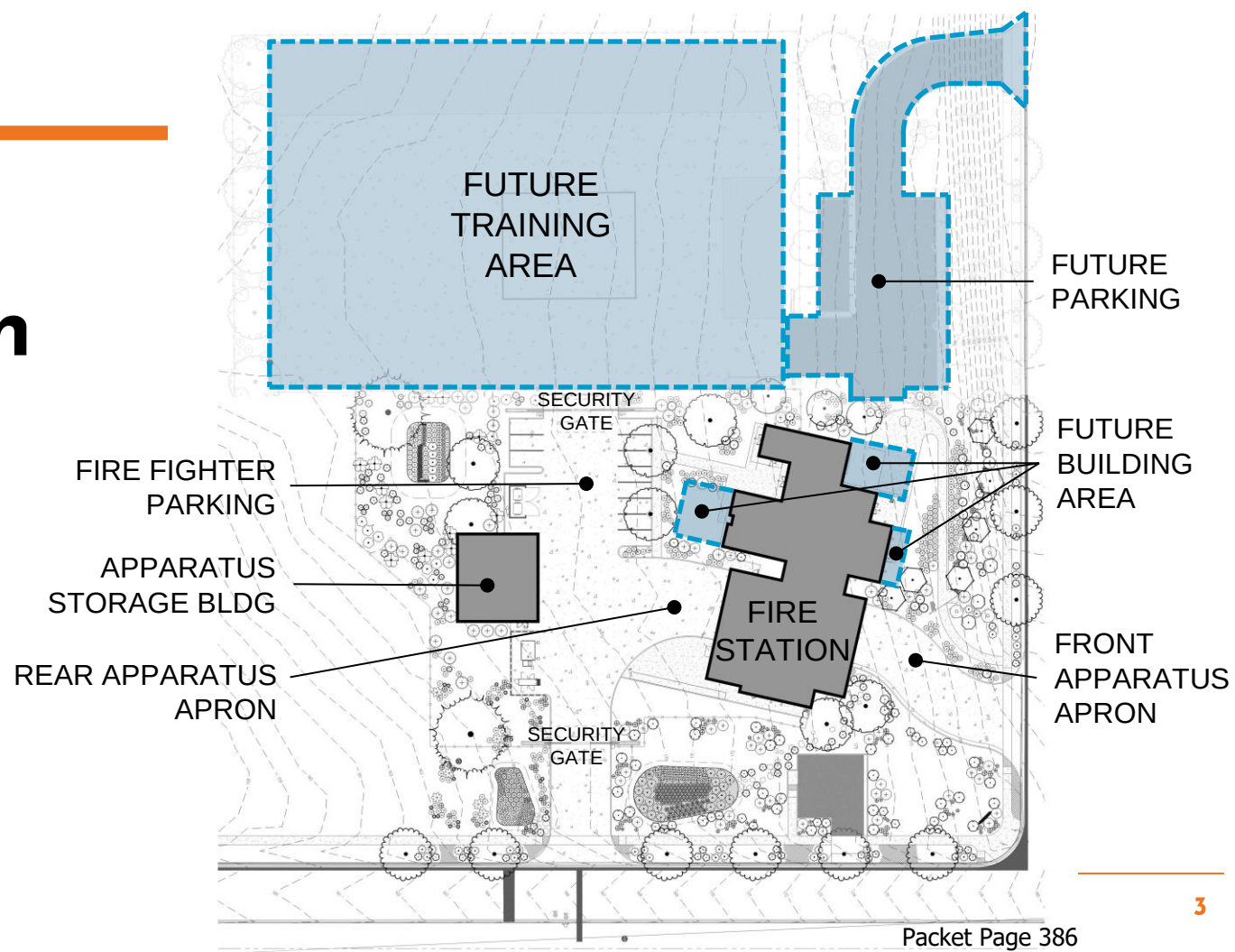
Presented by:
Seaside Fire Chief Mary Gutierrez
Kathryn Hicks and Mike Scott, RRM
August 15, 2024 - City Council Meeting Item 7.B



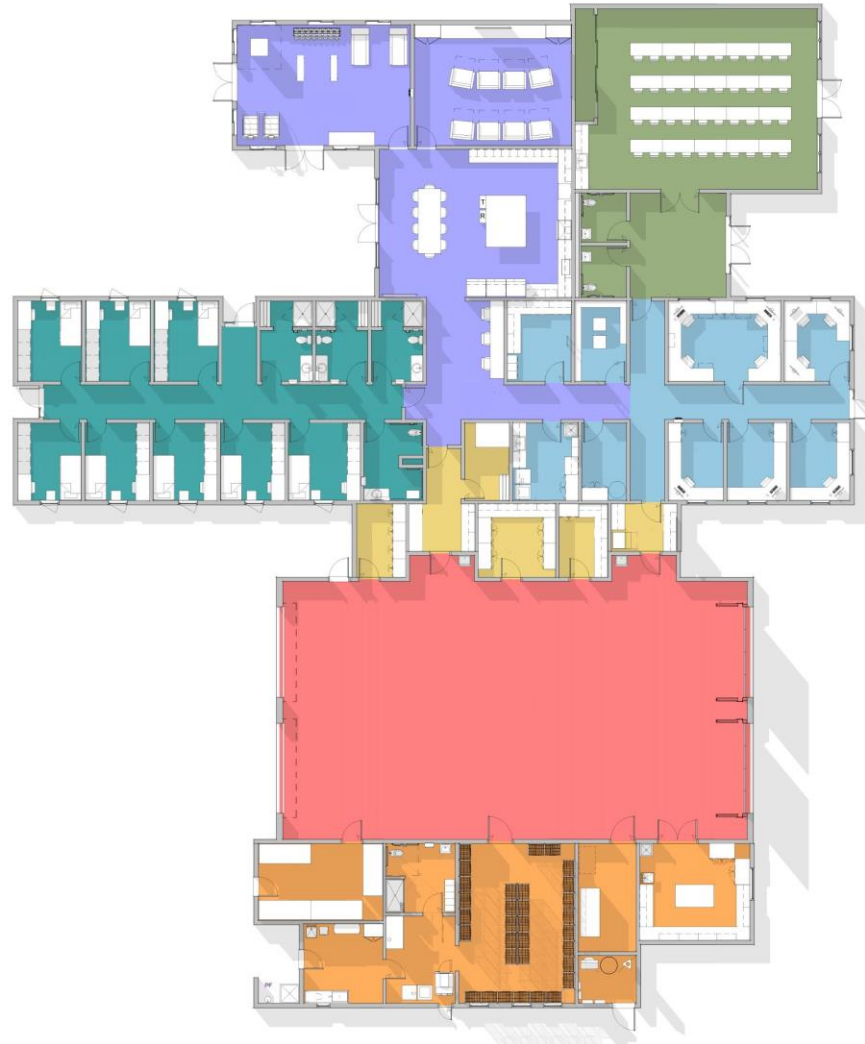
Original Site Plan



Revised Site Plan



Original Floor Plan

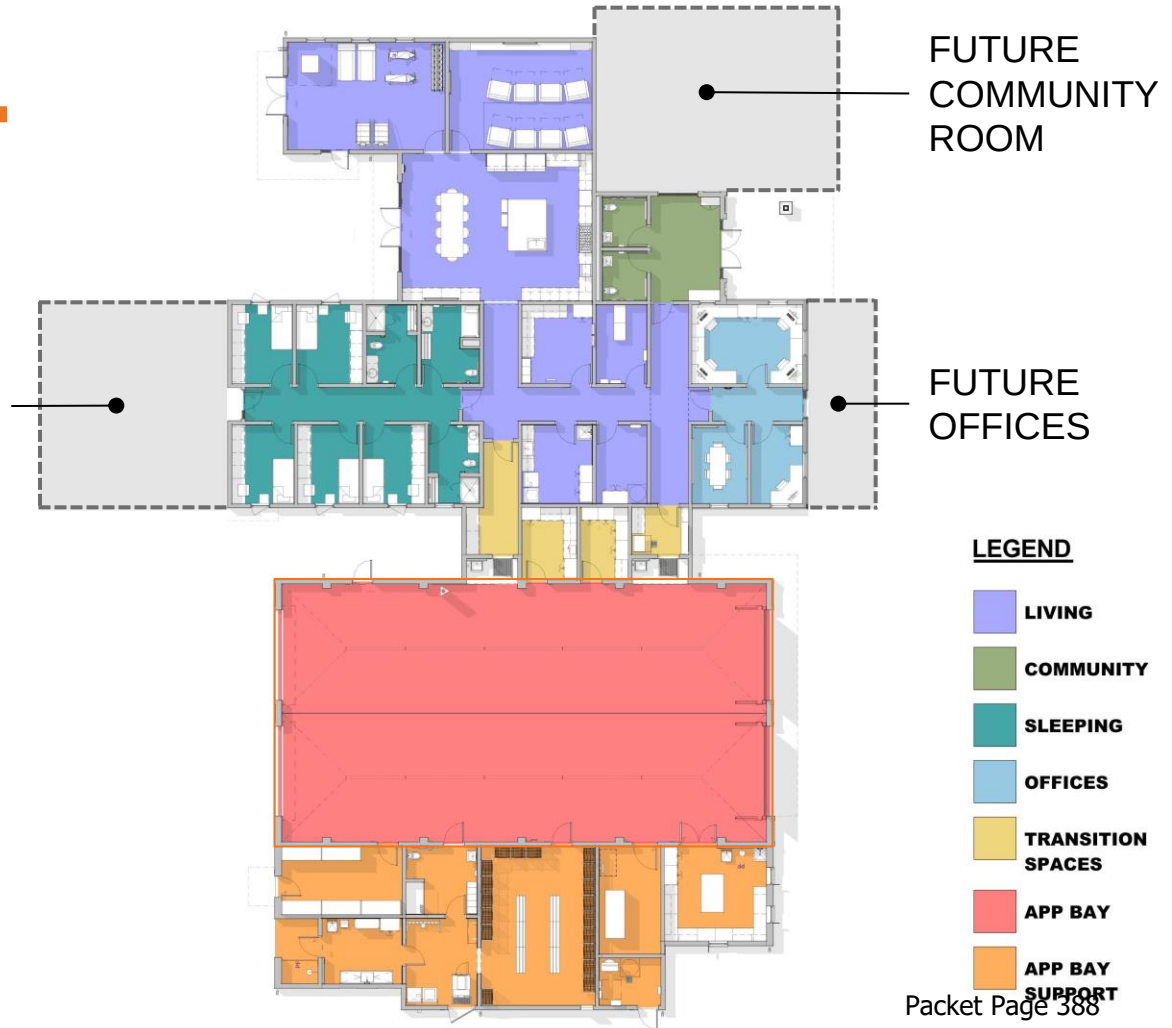


LEGEND

-  **LIVING**
-  **COMMUNITY**
-  **SLEEPING**
-  **OFFICES**
-  **TRANSITION SPACES**
-  **APP BAY**
-  **APP BAY SUPPORT**

Revised Floor Plan

FUTURE
DORMS



FUTURE
COMMUNITY
ROOM

FUTURE
OFFICES

LEGEND

- LIVING
- COMMUNITY
- SLEEPING
- OFFICES
- TRANSITION SPACES
- APP BAY
- APP BAY SUPPORT



ORIGINAL DESIGN



REVISED DESIGN

Seaside Fire Station No. 2 - Updated Schedule

8/6/2024

8/6/2024		2024			2025												2026		2027		
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan-Dec	Jan	Feb	Mar	
Phase 1 - Planning and Project Assessment																					
Task 1.1	Fire Station Conceptual Program and Budget - Complete																				
	Conceptual Project Budget - Complete																				
Task 1.2	Review Meeting and Schematic Design Kick Off - Complete																				
	Conceptual Design - Floor Plan/ Site Plan - Complete																				
	Conceptual Design - Massing - Complete																				
Phase 2 - Design Development and Construction Documents																					
Task 2.1	Design Development - Complete																				
	City Review and City/Design Team Meeting - Complete																				
Task 2.2	Construction Documents - 90%																				
	Cost Estimate 90%																				
Task 2.3	City Review and City/Design Team Meeting																				
	Permitting																				
	Building Dept Review																				
	Incorporate Building Dept Comments																				
	Building Dept Review																				
Phase 3 - Bidding Phase																					
Task 3.1	Bidding																				
Phase 4 - Construction and Project Completion																					
	Contract Award																				
	Construction Administration - 14 months anticipated																				
	Record Drawings and Project Closeout																				

★ Team Meeting

★ Public Meeting

★ Bid Award

Notes:

I. City review durations are projections. Timing is dependent on the City.

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CERTIFYING THE INITIAL STUDY-MITIGATED NEGATIVE DECLARATION (IS-MND), APPROVING THE FIRE STATION NUMBER 2 PROJECT AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE FIRE STATION NUMBER 2 PROJECT

WHEREAS, the City of Seaside proposes to construct Fire Station No. 2 (the project); and

WHEREAS, pursuant to Public Resources Code Section 21067 of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) ("CEQA") and Section 15367 of the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 et seq.), the City is the lead agency for the proposed project; and

WHEREAS, CEQA and the CEQA Guidelines require a lead agency to prepare a Mitigated Negative Declaration for projects that could have a significant impact on the environment without mitigation; and

WHEREAS, a Notice of Intent ("NOI") to adopt a Mitigated Negative Declaration for the project was issued by the City of Seaside on March 21, 2024; and

WHEREAS, an Initial Study and Mitigated Negative Declaration ("IS-MND") was prepared and issued for agency and public review and comment on March 21, 2024, for a 32-day review period that ended on April 22, 2024; and

WHEREAS, the IS-MND considered the potential environmental impact of the project, including specific impacts to air quality, biological resources, cultural resources, geology and soils, noise, and tribal cultural resources; and

WHEREAS, the IS-MND outlined various mitigation measures and conditions of approval that render the project's effects on the environment less than significant, which are proposed as part of the Project and through implementation of the Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, during the public review period, the City received two (2) comment letters on the IS_MND from public agencies and individuals and prepared Responses to Comments on the Draft IS-MND; and

WHEREAS, Responses to Comments on the Draft IS-MND, including all comments received during the public review period was prepared following the close of the public review period; and

WHEREAS, the Responses to Comments on the Draft IS-MND included minor revisions but no changes to significance findings of any impact determinations to environmental resources, and did not result in the addition of mitigation to offset project impacts on the environment; and

WHEREAS, Exhibit "A" to this Resolution is the MMRP prepared in order to comply with Public Resources Code Section 21081.6, Subdivision (a); and

WHEREAS, the City Council recognizes the City's obligation, pursuant to Public Resources Code Section 21081.6, Subdivision (a), to ensure the implementation of all conditions of approval necessary to substantially lessen or avoid the significant effects of the project; and

WHEREAS, the IS-MND has been completed in compliance with CEQA, Public Resources Code Section 21000 et seq, the Guidelines for Implementation of CEQA (Title 14 California Code of Regulations Section 15000 et seq.) and local procedures adopted pursuant thereto; and

WHEREAS, the City Council has reviewed and considered the IS-MND; Responses to Comments on the Draft IS-MND; and MMRP at a duly noticed public hearing on August 15, 2024 and intends to take actions on the project in compliance with CEQA and the State of California Guidelines for the implementation of CEQA and the next step would be for City Council to adopt the Mitigated Negative Declaration; and

WHEREAS, the Draft IS-MND, Responses to Comments on the Draft IS-MND, and MMRP are, by this reference, incorporated into this Resolution as fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby find and determine as follows:

SECTION 1. RECITALS. The City Council finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. As a decision-making body for the Fire Station No. 2 project, the City Council has reviewed and considered the information contained in the IS-MND, Responses to Comments on the Draft IS-MND, the MMRP, and other documents contained in the administrative record for the project. Based on the City Council's independent review and analysis, the City Council finds that the IS-MND and administrative record contain a complete and accurate reporting of the environmental impacts associated with the project, and that the IS-MND has been completed in compliance with CEQA and the CEQA Guidelines, including CEQA Guidelines Sections 15070, 15071, and 15073.

SECTION 3. FINDINGS ON ENVIRONMENTAL IMPACTS. Based on the whole record before it, including the IS-MND, Responses to Comments on the Draft IS-MND, MMRP, the administrative record, and all other written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the project are either less than significant or can be mitigated to a level of less than significant under the mitigation measures outlined in the IS-MND and the MMRP. The City Council finds that, based on the imposition of conditions of approval and mitigation measures, there is no substantial evidence in the administrative record supporting a fair argument that the project may have a significant effect on the environment. The City Council finds that no new significant environmental impacts have been identified in the IS-MND and any changes to the IS-MND in the Responses to Comments or otherwise do not constitute substantial revisions requiring recirculation under CEQA Guidelines section 15073.5.

SECTION 4. ADOPTION OF THE FINAL MITIGATED NEGATIVE DECLARATION. The City Council hereby approves the IS-MND, Responses to Comments on the IS-MND, and the MMRP for the Fire Station No. 2 Project and authorizes filing a Notice of Determination with the Office of the Monterey County Clerk and the State Clearinghouse.

BE IT FURTHER RESOLVED THAT the City Council of the City of Seaside does hereby approve the Project and directs the City Manager to complete the associated project development activities, including but not limited to preparation of final plans and specifications and coordination of construction funding.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 15th day of August, 2024, by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

August 25, 2024

City Council Regular Meeting

Item 9A

[Attachment 3 – Mitigation Monitoring
and Reporting Program](#)

August 25, 2024

City Council Regular Meeting

Item 9A

[Attachment 4 – Initial Study – Mitigated
Negative Declaration](#)



Fire Station No.2 Project

Responses to Comments on the Draft IS-MND

prepared by

City of Seaside

440 Harcourt Avenue
Seaside, California 93955

prepared with the assistance of

Rincon Consultants, Inc.

80 Garden Court, Suite 240
Monterey, California 93940

May 2024



RINCON CONSULTANTS, INC. SINCE 1994

Responses to Comments on the Draft IS-MND

This section includes comments received during the circulation of the Draft Initial Study – Mitigated Negative Declaration (IS-MND) prepared for the City of Seaside’s (City) Fire Station No. 2 Project (project).

The Draft IS-MND was circulated for a 32-day public review period that began on March 21, 2024 and ended on April 22, 2024. Two comment letters were received from the Monterey Bay Air Resources District and the California Department of Toxic Substances Control, which precede the written responses below.

The responses to each comment identify first the number of the comment letter, and then the number assigned to each issue (Response 1.1, for example, indicates that the response is for the first issue raised in comment Letter 1). Where a comment results in a change to the text of the Draft IS-MND, a notation is made in the response indicating that the text is revised. Changes in text are signified by strikeouts (~~strikeouts~~) where text is removed and by underlined font (underlined font) where text is added. Textual revisions amplify, correct, supplement, or clarify information in the Draft IS-MND; these revisions do not substantively affect the level of impact nor the conclusions presented. Therefore, pursuant to *CEQA Guidelines* Section 15073.5(c), recirculation of the Draft IS-MND is not warranted.

March 18, 2024

Nisha Patel
Public Works Director
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Re: Initial Study- Mitigated Negative Declaration Fire Station No. 2

Dear Ms. Patel,

Thank you for providing the Monterey Bay Air Resources District (MBARD) with the opportunity to comment on the Initial Study- Mitigated Negative Declaration Fire Station No. 2. MBARD has reviewed the Initial Study and has the following comment:

Asbestos Cement Pipe (ACP) and other sub-surface asbestos infrastructure

MBARD has prior experience with abatement of asbestos cement pipe (ACP) and other asbestos utility infrastructure components at various former Fort Ord buildings on undeveloped/vacant land and other structures within the City of Seaside. Proper procedures must be taken when encountering any active or abandoned ACP or other asbestos-containing subsurface infrastructure. Grading and trenching activities in particular can disturb ACPs and release fibrous material, exposing sensitive receptors. If ACP or other sub-surface asbestos material are encountered, please follow proper procedures including notification, removal, and disposal of regulated asbestos containing materials per MBARD Rule 424.

1.1

MBARD appreciates the opportunity to comment on the Initial Study- Mitigated Negative Declaration Fire Station No. 2. Please let me know if you have any questions. I may be reached at (831) 718-8030 or eballaron@mbard.org.

Regards,



Edward Ballaron
Air Quality Planner I

cc: Richard A. Stedman, Air Pollution Control Officer
David Frisbey, Planning and Air Monitoring Manager
Shawn Boyle, Planning and Air Monitoring Supervisor

Letter 1

COMMENTER: Edward Ballaron, Air Quality Planner I, Monterey Bay Air Resources District (MBARD)

DATE: March 18, 2024

Response 1.1

The commenter expresses gratitude for the opportunity to review the IS-MND. The commenter recommends proper procedures for notification, removal, and disposal to be taken when encountering Asbestos Cement Pipe (ACP) and other sub-surface asbestos infrastructure. The commenter refers to MBARD Rule 424 for proper procedures.

Potential impacts related to hazards and hazardous materials, including asbestos, are discussed in Section 9, *Hazards and Hazardous Materials*, of the IS-MND. As discussed therein on page 61, the Army is required to remediate and safely dispose of hazardous materials on site as part of the Superfund cleanup process. Although the former Fort Ord base is a listed Superfund site, concentrations of contaminants in the project site vicinity would not exceed State regulatory limits after this remediation process because the title of these military properties may not be transferred until the toxic or hazardous situation is remedied, or the remediation process is in place and operating correctly. If ACP or other asbestos utility infrastructure components are encountered during project construction activities, the City would follow proper procedures pursuant to MBARD Rule 424.

The following addition has been made on page 60 of Section 9, *Hazards and Hazardous Materials*, of the Draft IS-MND as part of the criteria a and b discussion:

Project construction would require the excavation and transport of soils and sub-surface infrastructure that could contain asbestos, contaminated groundwater, or other hazardous materials that could create a hazard to the public or the environment. There is the possibility that on-site soils could be contaminated from off-site hazardous materials spills that are either listed or un-listed on hazardous materials databases. All such soils removed during construction would be transported and disposed of in accordance with applicable codes and regulations to minimize potential hazards to construction workers and the surrounding community. Additionally, asbestos cement pipe and other sub-surface asbestos infrastructure could be located in the project site. If asbestos cement pipe or other asbestos utility infrastructure components are encountered during project construction activities, the City would follow proper procedures pursuant to MBARD Rule 424.

The information added above clarifies the impact discussion provided in the Draft IS-MND by adding details related to asbestos, contaminated groundwater, or other hazardous materials. This addition does not introduce a new significant impact that was not previously analyzed. Pursuant to *CEQA Guidelines* Section 15073.5(c), this addition does not warrant recirculation.



Yana Garcia
Secretary for
Environmental Protection

Letter 2



Department of Toxic Substances Control

Meredith Williams, Ph.D.
Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

April 17, 2024

Nisha Patel
Public Works Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
npatel@ci.seaside.ca.us

RE: INITIAL STUDY (IS) MITIGATED NEGATIVE DECLARATION (MND) FOR THE SEASIDE FIRE STATION NO. 2 PROJECT IS-MND (PROJECT), DATED MARCH 21 2024 STATE CLEARINGHOUSE NUMBER [2024030799](#)

Dear Nisha Patel:

As a Responsible Agency, the Department of Toxic Substances Control (DTSC) received a MND for the project. The project would involve the construction and operation of Fire Station No. 2, featuring a 13,010-square foot fire station facility and a 54,106-square foot training area. The fire station would include office, living, and general operations rooms and a 3,048-square foot covered apparatus bay with drive through access for two bays. Training areas would consist of a 54,106-square foot area and would potentially include a future planned 3 to 4-story training tower. In addition to the training area, site improvements would include a 2,300-square foot fire apparatus metal pre-engineered storage building, community and staff parking areas, internal driveways, sidewalks along the site frontage and throughout the site, patios, stormwater control, and landscaping. The project would involve subdivision of a parcel for the fire station and zoning as Public/Institutional. Construction would occur over approximately 13 months. Once operational, the fire station would house up to eight full-time

2.1

firefighters and provide training facilities for both in-house and countywide activities. After review of the MND, DTSC has the following comments for consideration:

2.1 (cont.)

1. DTSC recommends that all imported soil and fill material should be tested to ensure any contaminants of concern are within DTSC's and U.S. Environmental Protection Agency (USEPA) Regional Screen Levels (RSLs) for the intended land use. To minimize the possibility of introducing contaminated soil and fill material there should be documentation of the origins of the soil or fill material and, if applicable, sampling be conducted to ensure that the imported soil and fill material meets screening levels outlined in the [PEA](#) for the intended land use. The soil sampling should include analysis based on the source of the fill and knowledge of the prior land use. Additional information can be found by visiting [DTSC's Human and Ecological Risk Office \(HERO\) webpage](#).

2.2

2. . Section 9, Hazards and Hazardous Materials, subsection d. states: "In addition, lists of hazardous materials compiled pursuant to Government Code Section 65962.5 such as the State Water Resource Control Board's GeoTracker database and the Department of Toxic Substance Control's EnviroStor database do not show additional active cleanup sites on or near the project site (DTSC 2023; SWRCB 2023)." Not all sites impacted by hazardous waste or hazardous substances will be found on the Cortese List. For example, sites under voluntary agreements with DTSC are not included in the Cortese List. DTSC recommends that the Hazards and Hazardous Materials section be revised to rectify this omission. There is an active cleanup site, [Campus Towne-Phase 1A](#) which is located approximately 1,056 feet from the project site The Site is approximately 22.5 acres in size and is bordered by Lightfighter Drive to the north, General Jim Moore Boulevard to the east, commercial developments to the south, and 1st Avenue to the West. The Site and the surrounding land were formerly used by the United States Army as a training and staging facility for infantry troops and as a basic training center. Fort Ord was formally closed in 1994, and since that time

2.3

parcels of land have been released by the Army to the City of Seaside, including the proposed Site. Previous investigation identified the presence of metals and pesticides at the Site. The adjoining sites consist of a mix of vacant land and commercial use with California State University Monterey Bay to the north across Lightfighter Drive

2.3
(cont.)

3. As of the time of this request, DTSC has not completed its review of the Preliminary Endangerment Assessment Report (PEA Report) for the Campus Town Phase 1A project. Potential impacts to the project from the Campus Town Phase 1A project are thus unknown at this time.

2.4

4. The Phase I Environmental Site Assessment (ESA) for the site was prepared by Kimley Horn on May 13, 2023. The Phase I was not reviewed by a qualified regulatory agency. The project proponent should work under a regulatory oversight agreement with a State of California environmental regulatory agency such as DTSC, a Regional Water Quality Control Board (RWQCB), or a [local agency](#) that meets the requirements of Health and Safety Code section 101480 to provide regulatory concurrence that Phase I ESA was conducted in accordance with industry standards.

2.5

DTSC believes the City of Seaside must address these comments to determine if any significant impacts under the California Environmental Quality Act (CEQA) will occur and, if necessary, avoid significant impacts under CEQA. DTSC appreciates the opportunity to comment on the project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like any clarification on DTSC's comments, please respond to this letter or via [email](#) for additional guidance.

2.6

Sincerely,

Tamara Purvis

Tamara Purvis
Associate Environmental Planner
CEQA Unit-Permitting – HWMP
Department of Toxic Substances Control
Tamara.Purvis@dtsc.ca.gov

cc: (via email)

Governor's Office of Planning and Research
State Clearinghouse
State.Clearinghouse@opr.ca.gov

Jennifer Iloff
Project Manager-Environmental Scientist
SMRP –SSFL
Department of Toxic Substances Control
Jennifer.Iloff@dtsc.ca.gov

Scott Wiley
Associate Governmental Program Analyst
CEQA Unit-Permitting/HWMP
Department of Toxic Substances Control
Scott.Wiley@dtsc.ca.gov

Dave Kereazis
Associate Environmental Planner
CEQA Unit-Permitting/HWMP
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

Letter 2

COMMENTER: Tamara Purvis, Associate Environmental Planner, California Department of Toxic Substances Control (DTSC)

DATE: April 17, 2024

Response 2.1

The commenter notes their responsibility as a Responsible Agency and provides a summary of the project description.

This comment is noted, and the project summary provided is accurate. No revisions to the Draft IS-MND are required in response to this comment.

Response 2.2

The commenter recommends testing all imported soil and fill material prior to use on the project site, to demonstrate no exceedance of DTSC's and US Environmental Protection Agency's Regional Screening Levels.

The project would comply with applicable federal, state, and local regulations pertaining to contaminant levels in imported soils, including the Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act (RCRA), which include specific land use and land disposal requirements of soils contaminated with RCRA hazardous wastes. The Regional Screening Levels referenced by the commenter are intended for use on Superfund sites as specific cleanup goals, and are not typically used for testing of imported fill.¹ No revisions to the Draft IS-MND are required in response to this comment.

Response 2.3

The commenter refers to checklist item (d) of Section 9, *Hazards and Hazardous Materials*, of the Draft IS-MND and indicates that not all sites impacted by hazardous waste or hazardous substances will be found on the Cortese list. The commenter describes an active cleanup site (Campus Town-Phase 1A) located in the vicinity of the project site.

The Draft IS-MND evaluates the potential for impacts to resource areas based on the specific checklist questions provided in Appendix G of the *CEQA Guidelines*. The commenter refers to checklist item (d) of the Hazards and Hazardous Materials section of the IS-MND, which is the threshold language from item (d) of Section IX, *Hazards and Hazardous Materials*, of Appendix G of the CEQA Guidelines. As written, item (d) asks:

“Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?”

¹ USEPA. 2023. Regional Screening Levels (RSLs) – Frequent Questions. November 2023. <https://www.epa.gov/risk/regional-screening-levels-rsls-frequent-questions> (accessed May 2024).

This checklist item specifically inquires if the project would be located on site that is included on a list of hazardous sites compiled pursuant to Government Code Section 65962.5, which is referred to as the Cortese list. As such, the City of Seaside is not required to consider hazardous materials sites that the proposed project would not be located on, nor hazardous materials sites that are not included on a list compiled pursuant to Government Code Section 65962.5.

Based on the boundaries of the Campus Town-Phase 1A site provided by the commenter, this active cleanup site is located more than 1,000 feet from the project site. It is unlikely that the proposed project would result in a significant hazard to the public or the environment involving the release of hazardous materials associated with the Campus Town-Phase 1A site.

However, the hazardous materials site mentioned by the commenter may be applicable to the discussion provided under items (a) and (b) of the initial study checklist. Therefore, in the interest of full public disclosure, the following revisions on page 60 of Section 9, *Hazards and Hazardous Materials*, of Draft IS-MND were made in response to this comment, as well as Response 1.1, above.

- a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Project construction would require the use of heavy equipment and machinery, such as trucks and pavers, the operation of which could result in a spill or accidental release of hazardous materials, including fuels, engine oil, engine coolant, and lubricants. The transport, storage, labeling, use and disposal of any hazardous materials would be subject to federal, state, and local regulations, which would minimize risks associated with hazardous materials used during construction. Therefore, the potential to create a significant hazard to the public or environment from the use of fuels, engine oil, engine coolant, and lubricants during construction would be less than significant. Additionally, the NPDES permit requirements would ensure that impacts related to hazardous materials from spills would be reduced through the Construction General Permit Best Management Practices (BMP), including use of straw wattles and other features.

Project construction would require the excavation and transport of soils and sub-surface infrastructure that could contain asbestos, contaminated groundwater, or other hazardous materials that could create a hazard to the public or the environment. Additionally, there is the possibility that on-site soils could be contaminated from off-site hazardous materials spills that are either listed or un-listed on hazardous materials databases. Construction could disturb previously unidentified contaminated soils, creating a hazard to the public or the environment. All such soils removed during construction would be transported and disposed of in accordance with applicable codes and regulations to minimize potential hazards to construction workers and the surrounding community. Additionally, asbestos cement pipe and other sub-surface asbestos infrastructure could be located in the project site. If asbestos cement pipe or other asbestos utility infrastructure components are encountered during project construction activities, the City would follow proper procedures pursuant to MBARD Rule 424.

The information added above clarifies the impact discussion provided in the Draft IS-MND by adding details related to potential existing contamination of on-site soils, which could be present from nearby hazardous materials sites such as the Campus Town-Phase 1A site described by the

commenter. This addition does not introduce a new significant impact that was not previously analyzed. Pursuant to *CEQA Guidelines* Section 15073.5(c), this addition does not warrant recirculation.

Response 2.4

The commenter states that DTSC has not completed its review of the Preliminary Endangerment Assessment Report prepared for the Campus Town-Phase 1A site, and that potential impacts from the Campus Town-Phase 1A on the proposed project are unknown at this time.

Refer to Response 2.3. While it is acknowledged that the project site is located within the proximity of the Campus Town-Phase 1A site, there is no indication from either the Phase I Environmental Site Assessment (ESA) or from DTSC that the project site itself is subject to any contamination. Additionally, Rincon has reviewed the Preliminary Endangerment Assessment Report prepared for the Campus Town-Phase 1A site. The conclusions and recommendations made therein indicate the chemicals detected in soils at the Campus Town-Phase 1A site do not pose an additional incremental health risk beyond what would likely exist from background conditions. Accordingly, it is unlikely that the Campus Town-Phase 1A site has resulted in contamination of the project site. The timing of DTSC's review of an off-site hazardous materials site such as the Campus Town-Phase 1A site does not warrant a delay in the preparation of the IS-MND for the proposed project. As a result, no remediation activities subject to Health and Safety Code section 101480 are warranted and regulatory oversight is not required at this time.

However, as further described in Response 2.3, the IS-MND has been revised to disclose the potential for off-site hazardous materials sites, such as the Campus Town-Phase 1A site, to result in previously unknown contamination of project site soils. This provides the conservative assumption that contamination on the Campus Town-Phase 1A site has affected soils on the project site. As discussed therein, if contaminated soils are encountered during project construction, soils would be transported and disposed of in accordance with applicable codes and regulations to minimize potential hazards to construction workers and the surrounding community. As such, impacts would remain less than significant and further revision (beyond those shown in Responses 1.1 and 2.3) to the IS-MND are not required.

Response 2.5

The commenter suggests that a qualified regulatory agency, such as the DTSC, RWQCB, or other qualified local agency that meets the requirements of Health and Safety Code section 101480, should provide regulatory concurrence that Phase I ESA prepared for the project (Appendix G of the Draft IS-MND) was conducted in accordance with industry standards.

Health and Safety Code Section 101480 authorizes a responsible party, as defined, to request that a local officer supervise remedial action if a release of waste occurs and remedial action is required. As stated in Section 9, *Hazards and Hazardous Materials*, of the Initial Study, no items of potential environmental concern were identified at the project site; therefore, the City is not required to request DTSC oversight of the project.

The Phase I ESA conducted for the project (included as Appendix G of the Draft IS-MND) was prepared by Kimley-Horn. Rincon Consultants peer-reviewed the Phase I ESA, which was then revised by Kimley-Horn and deemed adequate by the City for use in the IS-MND. Staff who prepared, peer-reviewed, and revised the Phase I ESA are Environmental Professionals as defined by Title 40, Section 312.10 of the Code of Federal Regulations, and conform with the standards and

practices set forth therein. Additionally, there is no indication from either the Phase I ESA or from DTSC that the project site itself is subject to known or documented contamination. As a result, no remediation activities subject to Health and Safe Code section 101480 are warranted and regulatory oversight is not required.

Therefore, the Phase I ESA was prepared in accordance with industry standards, and oversight of a qualified regulatory agency or remedial action would not be required at this time. No revisions to the IS-MND are required in response to this comment.

Response 2.6

The commenter states their belief that the City of Seaside must address the above comments to determine if significant impacts would occur under CEQA. The commenter concludes their letter and provides contact information.

This comment is noted, and responses to comments presented in the letter are provided above. Minor revisions to the Draft IS-MND have been made, which clarify and amplify the existing analysis in the IS-MND; however, no new impacts or substantial changes were made that would require recirculation of the document.

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CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

**SUBJECT: APPROVE THE SEASIDE STARS AD-HOC COMMITTEE
RECOMMENDATIONS FOR THE FIVE RECIPIENTS AND,
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS
WITH FMG CUSTOM CONCRETE**

RECOMMENDATION

Review and approve the Seaside Stars Ad-Hoc Committee recommendations for the 2024 recipients of the stars, and staff recommendations for design, installation, and authorize the City Manager to execute the contracts with FMG Custom Concrete.

BACKGROUND

The Seaside Stars policy was approved by the City Council on February 3, 2022. The "Seaside Stars" provides a unique attraction that enhances and encourages a walkable downtown. Each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community. The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life, and who have, indeed, cast a long shadow on Seaside's history.

The primary purpose of the ad hoc committee is to review and score the nominee applications and make recommendations to the City Council on which nominee should receive a star each year. The committee also reviews the Seaside Stars Policy, location map for new stars, and recommends changes as necessary.

Timeline of Committee Work:

May 17, 2024: Held introductory meeting for the second cycle and received a report detailing the number of nominees and reviewed if any of the current committee

members had any conflicts of interest with the current nominees. It was determined that there were multiple conflicts, and those committee members needed to recuse themselves from the process.

June 3, 2024: Staff gave an update on the program, reviewed the nominees, and then discussed the application review process. The Committee members received the policy and the applications to review and score.

June 18th, 2024: The Committee reviewed and discussed the 14 applications and submitted their scores, and the blind averages were set.

July 8, 2023: They received the scores for the ranked applications and had a discussion and received a report on the final ranking of all the nominations and approved the top 5 candidates listed to be forwarded to the Council for approval. They also reviewed the potential locations for the 5 stars.

July 15, 2024: The Committee called one final meeting to review the top 5 candidates and make final recommendations.

Plans for phase two Unveiling:

Staff is proposing a block party with a Seaside Stars induction ceremony with an invitation to the community to mingle and walk to see our newly installed Seaside Stars. The date for the event is to be determined as it will depend on the ability of the contractor to obtain all of the supplies needed for the installation. The estimated timeline is six to eight weeks from the time the order is made with the elements for each star. The anticipated date for the installation is Saturday, October 26, 2024. This is also dependent on the weather.

Installation

FMG Custom Concrete, who created the stars for the first and second phases of the program, has submitted an estimate for phase three.

The Adhoc Committee and staff are requesting the following recommendations to council for approval:

5 nominee recommendations
Installation locations (attached)
Execute the contract with FMG Custom Concrete

FISCAL IMPACT

The Council approved \$45,00 in fiscal year 24/25 for phase two of the program.

1 14"x14" Plaque = \$6,122.00
5 plaques = \$30,610.00

Balance = \$14,390

The balance will be used for the unveiling event.

ATTACHMENTS

1. Resolution 2024
 2. Stars Locations year 3
 3. FMG CONCRETE DRAFT PSA 2024
 4. Final List 2024
 5. Ewalker James Application
 6. Bakewell Company Application
 7. Bobby Maxwell Application
 8. Lee Toler Application_
 9. Rev HH Lusk Application
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE SEASIDE STAR ADHOC COMMITTEE AND STAFF RECOMMENDATIONS FOR IMPLEMENTATION, DESIGN, INSTALLATION AND POLICY

WHEREAS, The Seaside Stars policy was approved by the City Council on February 3, 2022. The "Seaside Stars" will provide a unique attraction that enhances and encourages a walkable downtown; and

WHEREAS, each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community; and

WHEREAS, The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life – who have, indeed, cast a long shadow on Seaside's history; and

WHEREAS, The purpose of the ad hoc committee is to make recommendations on the design of the plaque and to assist staff regarding placement recommendations on Broadway for the each cycle of the program; and

WHEREAS, the ad hoc committee is recommending the following community members to receive a plaque on the Broadway Avenue for the second cycle:

- | | |
|-----------------------------------|-------------------------------|
| • Ewalker James | Community and Social Equality |
| • Rev Dr. Herbert Hoover Lusk Sr. | Community and Social Equality |
| • Lee Toler | Community and Social Equality |
| • Bobby Maxwell | Community and Social Equality |
| • Bakewell Company | Outstanding Achievement |

WHEREAS, the Seaside Stars unveiling will be held on a Saturday once the plaques have been fully installed which will be a wonderful opportunity to activate our downtown. Staff is proposing a block party with a Seaside Star induction ceremony with an invitation to the community to see our new star recipients; and

WHEREAS, FMG Custom Concrete has installed the previous phases of the Seaside Stars project. One 14"x14" plaque is \$6122.00, five plaques will be \$30,610.00; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the Seaside Star ad-hoc committee and staff recommendations for implementation, and installation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of August 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

★ Title stars

★ 2nd Year Stars

★ 1st Year Stars

★ 3rd Year Stars





**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
SEASIDE STARS+ PLAQUE INSTALLATION**

This agreement is made by and between the City of Seaside (City), and FMG Custom Concrete (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed THIRTY THOUSAND SIX HUNDRED TEN DOLLARS (\$30,610.00)
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts. FMG can invoice for a down payment of 10% (of the project), which will go towards the overall cost of installation services.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on August 15, 2024 and terminate March 31, 2025.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole

or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage

for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Dan Meewis, Recreation Director, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.
- b. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, FMG Custom Concrete, American Metal works and Monterey Signs shall perform the services described in this Agreement.
- b. FMG Custom Concrete may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of American Metal works and Monterey Signs from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period.

Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

CONSULTANT

By: Fermin Gonzales

Title: CEO FMG Custom Concrete

Address: _____

Dated: _____, 2022

City of Seaside:

By: Jaime Fontes

Title: City Manager

Attachments:

Exhibit A

Exhibit B

Scope of Work

Consultant's Estimate of Services

Exhibit A

Scope of Work

1. Creation and installation of concrete "star" plaques on Broadway Avenue between Fremont and Del Monte.
2. Stars will be installed at the intersections of Broadway and Calaveras, Alhambra and Hillsdale.
3. Five new stars will be installed
4. FMG will work with City Staff on the exact placement locations before installation.
5. When installing the plaques
 - a. The contractor will match the existing saw cut lines. If the contractor cuts past the square for the walk of fame star, they will need to notify the City and patch the area as needed.
 - b. If the rebar is cut during the installation, the contractor will tie rebar back into the existing.
 - c. If the cut rebar is epoxy coated, contractor must apply epoxy to cut ends before the rebar is tied in the existing.

Map of installation



Exhibit B
Consultant's Estimate of Services



California State License Board
P.O. Box 26000
Sacramento, C.A. 95826
C.A. LIC# 1010708

Estimate for City of Seaside

Thursday, July 18, 2024

Broadway walk of fame concrete plaques

14 x 14 concrete square with brass inlay design

Estimate price per concrete plaque..... 6,122

Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
- . 6.75 inch precision tool brass icon
- . Colored concrete
- . Set up concrete form
- . install steel rebar
- . Pour black concrete on outer star
- . Pour blue concrete on interior of star
- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . All clean up

Seaside Stars Recommendations to Council

Nominee	Category
E. Walker James	Community & Social Equity
Rev Dr. Herbert Hoover Lusk Sr.	Community & Social Equity
Lee Toler	Community & Social Equity
Bobby Maxwell	Community & Social Equity
Bakewell Company	Outstanding Achivement

SEASIDE STARS APPLICATION MAR 9 2024Name of Nominee: Enal Ker James Mailing Address: [REDACTED]

lected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government			Community and Social Equality	✓	
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
	✓

If yes, when did they serve? _____

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.				✓	
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	✓		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		
Bringing positive recognition to the city on a local, national, or global stage.	✓		Volunteering or working in the community for five (5) or more years.	✓	
Contributing to the quality of life of our citizens.	✓		Providing economic development or redevelopment activity.	✓	
Enhancing Seaside as a place to live, work, or visit.	✓		Contributing significant historical impact.		
Fostering the spirit of our community.	✓		Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of			Contributing to the health and safety of our citizens.	✓	



natural or cultural resources of the City of Seaside.				
Providing positive opportunities for the future of our youth.	✓		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**		✓

If no, please explain why:

Deceased June 2023, submitted posthumously

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION: *A resident since 1971, retired Army at Ft. Ord, E. Walker James has previously been recognized as Seaside Man of the Year (Citizen) for his civic contributions to the City's quality of life, social, economic development and positive recognition for the City, its youth, seniors and military veterans. He was recognized with the Monterey Peninsula's Jefferson award, led the Retired Men's Social Club for Veterans, Citizens League for Progress, Seaside Cultural Arts, Monterey County Overall Economic Development Committee, and served as Director for Monterey State Festival.*

Please attach petitions and/or letters of support from City community groups and organizations.

Signature: *[Signature]* Print Name: *Kelvin James* Date: *25 March 2024*

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application



SEASIDE STARS APPLICATION

Name of Nominee: BAKEWELL COMPANY Mailing Address: _____

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government	X		Community and Social Equality	X	
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement	X	

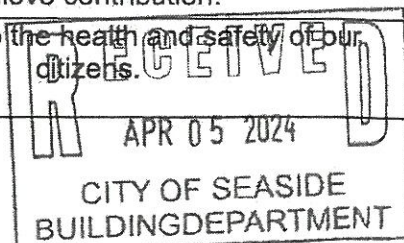
Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
	X

If yes, when did they serve? N/A

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	X		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	X	
Bringing positive recognition to the city on a local, national, or global stage.	X		Volunteering or working in the community for five (5) or more years.	X	
Contributing to the quality of life of our citizens.	X		Providing economic development or redevelopment activity.	X	
Enhancing Seaside as a place to live, work, or visit.	X		Contributing significant historical impact.	X	
Fostering the spirit of our community.	X		Extraordinary effort to overcome challenges to achieve contribution.	X	
Making lasting and significant contributions to the protection of	X		Contributing to the health and safety of our citizens.	X	





natural or cultural resources of the City of Seaside.	X			
Providing positive opportunities for the future of our youth.	X		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	X

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**		X

If no, please explain why:

I HAVE NOT SHARED WITH THEM.

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

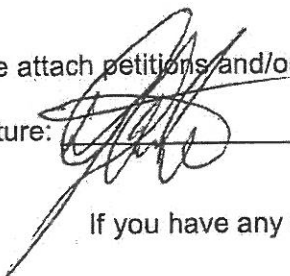
Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

SEE ATTACHED LETTER

Please attach petitions and/or letters of support from City community groups and organizations.

Signature: 

Print Name: Darryl Lee Hobbs

Date: 3/28/24

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application

To City of Seaside Stars Program

From : Former City Councilman

Darryl L Choates

4835 Peninsula Point Drive

Seaside , Ca 93955 831-920-8914

Support Letter For Stars For Bakewell Company

This letter is in support for the awarding of a Start on the Famous Broadway Avenue.

I have lived in / served this city for 61 years, I first hand witness the commitment that this company owned by the Bakewell's , Dad and Son team. The most that stands out to me and most Citizens, is the final of the development of the Seaside Highland development, the Model Homes Giveaway to Every Registered NON-Profit in the City.(Everyone), each non-profit was given an Address/Home to sale of the contents Within the Home, Was able to keep all the proceed of Revenue that the organization made on at Sale of the content within. Over 5000 people came to support and buy items form all the homes, each organization was so happy it was a day that all non-profits made more revenue in that day then fundraising in a year. I ask the Committee to understand that many developers come to seaside, but the Bakewell company left Millions of Dollars Extra within the community and I as a Residents Personally feel that this Company is so worthy of the Honor From our City.

Danny Bakewell, Sr. and Danny Bakewell, Jr came to Seaside in the late 90's with the intent to build the first major development on the Ft Ord Property since the base closed in 1994.

Not only did the Bakewell's develop Seaside Highland's but they heavily supported and continue to support and retain membership in a variety of Seaside Programs throughout the years. These programs and projects include but are not limited to:

Membership

Seaside Rotary Club
Seaside Lions Club
Seaside Kiwanis Club
Seaside NAACP
Monterey Pan Hellenic Council
Kappa Alpha Psi – Monterey Alumni Chapter
Seaside Chamber of Commerce
Seaside Black Business Association
First Baptist Church of Pacific Grove

Financial Support and Contributions

Seaside Raiders Football
Seaside Little League
Seaside NAACP
Monterey Blues Festival – Blues in the Schools Program
Seaside LULAC
CSUMB Black Student Council
Seaside 4th of July Parade (Bakewell was named Seaside Citizen of the Year)
Villa Del Monte Senior Holiday Feed
Seaside Birthday Celebration
Seaside Christmas Tree Lighting
NAACP – Steven E. Ross Prayer Breakfast (Bakewell Chaired Event)
NAACP – Life Membership Gala
Seaside Ministerial Alliance
Greater Victory Temple Turkey Give a Way and Toy Give a Way
Bethel Baptist Church Easter Basket Give a Way
Monterey Boys and Girls Club Toy Drive (Seaside Branch)
Monterey Panhellenic Council MLK Day March and Celebration
Seaside Juneteenth Celebration
Seaside Rotary Club
Seaside Diamonds & Denim Gala
Seaside Kiwanis Club
Seaside Lion's Club
Seaside High School Alumni Association
Seaside Fire Department
Seaside Police PAL program

COSO Scholarship Breakfast
Community Partnership for Youth (CPY)

Major Construction Improvement Projects

Casa Las Palmas Transitional Housing Development
Entry Monument for Seaside High School
Grading and Improvements at Seaside High School Baseball Field
Grading and Improvement at Fitch Middle School Track

Board and Officers Positions

Monterey NAACP – Board Vice Chair
Seaside Civic League – Board Treasurer
Kiwanis Club of Seaside Vice Chair
Seaside Rotary – Board Member
Monterey Boys & Girls Club – Board Member
Seaside Chamber of Commerce – Board Member
COSO Scholarship Breakfast – Board Member

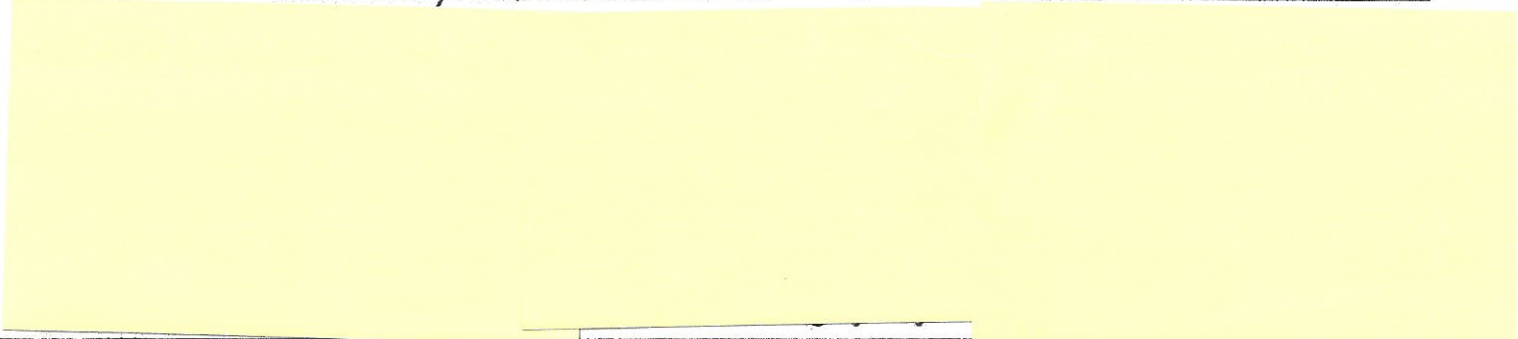
4/3/24



Council Approved: February 3, 2023
 Amended: 7/1/2023

SEASIDE STARS APPLICATION

Name of Nominee: Bobby Maxwell Mailing Address: Hilby Ave



Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government			Community and Social Equality	X	
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
	X

If yes, when did they serve? _____

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	X		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		
Bringing positive recognition to the city on a local, national, or global stage.			Volunteering or working in the community for five (5) or more years.	X	
Contributing to the quality of life of our citizens.	X		Providing economic development or redevelopment activity.		
Enhancing Seaside as a place to live, work, or visit.	X		Contributing significant historical impact.		
Fostering the spirit of our community.	X		Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of			Contributing to the health and safety of our citizens.	X	



natural or cultural resources of the City of Seaside.					
Providing positive opportunities for the future of our youth.	X		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	X	

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**		X

If no, please explain why:

wanted to surprise him & let him know that he is appreciated

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Mr. Maxwell has been mentor to youth groups i.e. PAL He has been very involved in the parks commission, PAL & many other commissions. He is always willing to help whenever help is needed. He has been a long time volunteer for the senior dancers. Founding member of Seaside Stars, Seaside Youth Football.

Please attach petitions and/or letters of support from City community groups and organizations.

Signature: *[Signature]* Print Name: ANN MARIE PAGAN Date: 3/31/24

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application



SEASIDE STARS APPLICATION

Council Approved: February 3, 2023
Amended: 7/1/2023

City Manager's Office

Name of Nominee: LEE TOLER APR 05, 2024 Mailing Address: POST HUMOUS NOMINEE

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government			Community and Social Equality	✓	
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
	✓

If yes, when did they serve? _____

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.				✓	
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	✓		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		
Bringing positive recognition to the city on a local, national, or global stage.	✓		Volunteering or working in the community for five (5) or more years.	✓	
Contributing to the quality of life of our citizens.	✓		Providing economic development or redevelopment activity.		
Enhancing Seaside as a place to live, work, or visit.	✓		Contributing significant historical impact.	✓	
Fostering the spirit of our community.	✓		Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of	✓		Contributing to the health and safety of our citizens.	✓	



Council Approved: February 3, 2023
Amended: 7/1/2023

natural or cultural resources of the City of Seaside.					
Providing positive opportunities for the future of our youth.	✓		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.		

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**		✓

If no, please explain why:

NOMINEE'S NOMINATION IS POSTHUMOUS.

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

LEE TOLER IS AN IMPORTANT PART OF THE HISTORY OF THE CITY OF SEASIDE. BEST KNOWN TO MANY FOR HIS FOUNDING AND LEADERSHIP OF YOUNG ADULTS FOR ACTION (YAFIA) IN THE LATE 1960'S - AN ORGANIZATION THAT PROVIDED FORMER INMATES WITH COUNSELING, EDUCATIONAL AND JOB OPPORTUNITIES - MR. TOLER WAS A LONG TIME MENTOR AND ADVISOR FOR YOUTH, ESPECIALLY TROUBLED YOUTH, IN OUR COMMUNITY. FORMER CLIENTS OF YAFIA AND FORMER MENTEE'S WENT ON TO HAVE SUCCESSFUL LIVES BOTH IN SEASIDE AND IN OTHER COMMUNITIES WHERE THEY RESIDE. THE IMPACT OF MR. TOLER'S WORK HAS RESONATED THROUGH MANY GENERATIONS IN SEASIDE. I STRONGLY RECOMMEND MR. TOLER FOR A SEASIDE STAR.

Please attach petitions and/or letters of support from City community groups and organizations.

Signature: Melvin T. Mason Print Name: MELVIN T. Date: 4/5/2024

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside - City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application

(SEE SUPPLEMENTARY DOCUMENTATION)

Fwd: Lee Toler: Seaside Stars

LARRY MOSLEY <lmosley@icloud.com>

Fri 4/5/2024 3:10 PM

To: Melmason43@gmail.com <Melmason43@gmail.com>

Cc: Apple password 1/28/2024 <larryjmosley@gmail.com>

Begin forwarded message:

From: LARRY MOSLEY <lmosley@icloud.com>

Subject: Lee Toler: Seaside Stars

Date: April 5, 2024 at 2:40:57 PM PDT

To: Melmason43@gmail.com

Hello Mr. Mason,

I would appreciate your including this letter with your application request to honor Lee Toler with a Seaside Star. Lee was my first mentor, after graduating from Seaside High School with a C- average in 1967. My high school counselors informed me that the best career I could expect to be would be a blue-collar worker. Lee took exception to that and hired me to work for the Young Adults for Action as a mentor at Fremont Junior High School. During that entire year Lee provided tough love as related to changing my negative thoughts regarding college.

Because of Lee Toler's influence I ended up going to the University of California Davis, and graduated in three years with honors, and received my Masters Degree from Occidental College with honors. I taught at San Jose State full time and MPC during the evenings. The remainder of my career consisted of 30 years with IBM (Marketing Executive) and served of two Governors Cabinets as the Director of the Nevada Department of Labor (DETR). Had it not been for Lee I may of had the same fate as two of my brothers that were killed in their 30's.

Eve Britan a Monterey Herald staff writer stated in an article the Lee Toler was practicing "tough love" long before the idea became a popular way of dealing with troubled youth. Lee altruistically dealt with trouble youth for over 40 years that were in trouble with the law. He worked at getting them involved in drug and alcohol, rehabilitation, education, and eventually meaningful employment. With the help of the late Colonel, Alan Griffin, who founded the Monterey Herald he started a program called the Young Adults for Action. It helped people get off of the streets by pushing for education that will lead to employment.

Log more than 40,000 miles a year on his car, total travel throughout the state to prisons, jails, recovery centers, and probation offices, and his quest to give young people particularly those From Seaside a chance. His work transcended the confines of the community of Seaside, and he received

hundreds of letters mostly from inmates, troubled, young people, and their parents requesting help. The Director of the California Department of Correction provided Lee the ability to work with incarcerated inmates. The Monterey Peninsula business community provided a new car for the staff of the Young Adults for Action.

Lee used creative approaches deal with austere social issues and protest. Govern Ronald Reagan awarded him with the first Governor's Award for Creative Citizenship. The governor wrote, "He created the organization called the Young Adults for Action, in Seaside, California, in order to accomplish by private means the improvement economic and social conditions among the young adults, including dropouts, including young with records in the locality. "He moved to the streets when disorders began to take placed he caused those disorders to be abated, often before the police needed to be called. He goes to court with young Negroes who have gotten into trouble and befriends the so that he help salvage them after they get out of jail. He visit them in jailing tries to induce them to return to school aqndcomplete their education. He is personally in touch with school officials, police officials,, newspapers, the courts, the business people, in a constant endeavor to improve the lot of the Negroes of Seaside who propose the largest aggregation of Negroes between San Jose and Los Angeles." (Letter enclosed).

Lee's son Reggie Toler remember his father Lee as a "Great Man sparring in words, but large in deeds." I agree with Reggie, Mr. Lee Toler a great man! I ask you please allow his legacy to last for ever in the community he unselfishly served,

I would appreciate the committees positive consideration.

Sincerely,

Director, Larry J. Mosley (Retired)

...with determination that begins with the personal commitment of individuals who are willing to contribute their time and effort toward solving the pressing social problems of today. You testify the success which is possible through this kind of a commitment," the governor said.

The winners are, by category:

Individual — Lee Toler, Seaside.

The selection panel said:

The nominee, a Negro, created the organization called Young Adults for Action, in Seaside, California, in order to accomplish by private means the improvement of economic and social conditions among the young adults, including dropouts, including youths with records, in that locality.

Not only did Lee Toler create this organization, he solicited support of a small number of people on the Monterey Peninsula, so that he could resign his job as custodian of Portola Junior High School in order to give full time to the assistance of young Negroes. He solicited jobs personally for many young men and young women and helped them to secure jobs.

He moved into the streets when disorders began to take place, and he caused those disorders to be abated, often before the police needed to be called. He goes to court with young Negroes who have gotten into trouble and befriends them so that he can help to salvage them after they get out of jail. He visits them in jail and tries to induce them to return to school and complete their education.

He is personally closely in touch with school officials, police officials, newspapers, the courts, the business people, in a constant endeavor to improve the lot of the Negroes of Seaside who compose 25 percent of the population of that city, the largest aggregation of Negroes between San Jose and Los Angeles.

The results were the successful formation of a privately operated opportunity center that gives free service, free assistance and free training for all who apply and for many who are solicited by Lee Toler and his assistants to apply. Results include the creation of jobs that formerly did not exist for Negroes, and acceptance by the police and by the courts of this individual's personal efforts to help black people who are in trouble. Many of those with whom he has worked have returned to school to pick up the education they dropped.

"Another result has been in the continued financial assistance he receives from a group of citizens who believe this is the best method to approach such a serious problem, as well as the most economical method.

"Lee Toler is, by his own description, a 'lower class Negro.' He has unique capacity to work effectively with those young people who are potentially the most troublesome people in the community. He has human sympathy and also a sense of balance. His work has been demonstrably constructive. He has won the respect of local law authorities as well as the Negro community. He has shown unique devotion, and to his sponsors he has shown the utmost integrity and responsibility."

Memories and Condolences for Lee Toler

Add a memory or share condolences

[Not sure what to say?](#)

 Add a Photo

Submit Your Message

19 Entries

[Order Printed Guest Book](#)

Our sincere condolences to the Toler Family and their loved ones at a time such as this. We remember our past talks at the

🔍 Search by Name

Lee Toler

Send Flowers

🔗 Share

Lee Toler Obituary

Lee V. Toler, 73, born May 31, 1930 in East St. Louis, Illinois entered into rest on Feb. 4, 2004 in Monterey, California. He is survived by his three children, Michon Toler, Vontrese Toler, and Reginald Toler; three grandchildren, four sisters, and a host of family and friends. Toler's services will be held at the Greater Victory Temple COGIC in Seaside, California on Feb. 16, at 11 a.m. A Lee Toler Memorial Fund is being established. Donations can be addressed to Lee Toler Memorial Fund c/c Vontrese Toler and sent to: PO Box 814, Seaside, CA 93955.

Published by Monterey Herald on Feb. 12, 2004.



To plant trees in memory, please visit the [Sympathy Store](#).

A



6 CARAT
Emerald and Diamond
Three Stone Ring

LAB-GROWN
\$3,204

NATURAL
\$124,110

SHOP NOW

×

"For if you confess with your mouth that Jesus is Lord and believe in your heart that God raised Him from the dead, you will be saved. For it is by believing in your heart that you are made right with God, and it is by confessing with your mouth that you are saved."

Romans 10:9-10

Mildori Hill & Family

March 14, 2004

We are sorry for your loss and pray that God gives you the comfort and peace you all deserve. Your Father was a genuine, loving, man who made a difference in many lives. Be encouraged and know that you will always have friends that love you!

Here is a little poem that we hope brings you comfort.

If you could see where I have gone and see what I've been shown,
You'd never know another fear or never feel alone.

You'd marvel at the care of God, His hand on every life,
And realize He cares and bears with us each strife.

He weeps when one is lost, His heart is filled with pain.
But oh, The joy when one comes Home, His child at Home again.

If you could see where I have gone and could stay awhile with me,
And could share the things that God has made to grace Eternity,

But no, you could never leave once Heaven's joy you've known.
You couldn't bear to walk earth's paths once Heaven was your Home.

And though I'm parted from you now, you'll know that I'm not far away.

So thank you family; thank you friends for living for the Lord,

For teaching me to love Him; to trust Him and His word.

Kenney & Loyce Bryant

February 27, 2004

To my family, It is amazing to see the fruit of ones labor. Lee, truly touched and enhanced many people's lives. It gives me joy to realize the man your dad really was. I will cherish his memory forever. If we can touch somebody as Lee did, then our living will not be in vain. TO GOD BE THE GLORY FOR THE THINGS HE HAS DONE! I love you all. Your cousin, Tootnan!

Doris Mosley-Paige

February 18, 2004

GOD's word states that whosoever believeth in him shall not perish but have everlasting life. Lee's spirit will continue to live on through all those whose life he touched. I send my love and prayers to you, my extended family, Shon, Vontrese, Reggie and the family. I love you and I pray that GOD will fill your void with the great memories. Thank you for sharing your wonderful DAD with so many people, especially me.

Holly "Spells" Brown

February 18, 2004

Lee Toler was a man who had passion for the underprivileged, he wanted to make a better life for all of us. I am grateful that God put him in my life. I will always remember him and the good he did. May God Bless and keep you always. My condolences to Reggie, Shon and Vontrese.

Love,

Auntie

Donna M. Mosley

February 17, 2004

1 Corinthians 15:51-57: "Behold, I show you a mystery; We shall not all sleep, but we shall all be changed, (52) In a moment, in the twinkling of an eye, at the last trump: for the trumpet shall sound, and the dead shall be raised incorruptible, and we shall be changed...and this mortal shall have put on immortality, then shall be brought to pass the saying that is written, Death is swallowed up in victory. (55) O death, where is thy sting? O grave, where is thy victory?... (57) But thanks be to God, which giveth us the victory through our Lord Jesus Christ."

Michon, Vontrese & Reggie my prayers are with you. Thank you for sharing your Father so unselfishly with the multitude of people who called on him for help. He was truly an Angel who walked among.

x

Vicki Coley-Mason

February 17, 2004

Uncle, you will truly be missed. When HE was on the cross You were on his mind.

I LOVE YOU

Angela Mosley-Rogers

February 17, 2004

A man who has done so much and touched so many lives. We will miss you. You are now in GOD's unchanging hand. Our prayers are with the family in your time of sorrow.

William (Tesi) Washington

February 16, 2004

Thank God for such a wonderful man who has touched so many lives in a positive way. He will be missed but surely not forgotten by so many. God Bless and keep the family in such a difficult time.

Tracy Marks

February 15, 2004

God be with you in your sorrow. May it bring you comfort knowing God has welcomed back your father into His caring, open arms, and that Lee Toler will joyfully reside in His wondrous presence forever. Our Heavenly Father will surely help to light your way during this time of sorrow. Look to Him for comfort find solace in His care. May all the heartfelt sympathy so many want to share Comfort you and keep you in the thought that other care. May prayer help ease your sorrow, may faith help light your way, And may God's love sustain you until a brighter day. Sincere Sympathy. Connie Mckinney.....conniekinney 636@yahoo.com

connie Mckinney Miller

February 14, 2004

It's a blessing to have known such a remarkable man. He has always challenged me and many others in our youthful days and as an adult, to set higher standards in life and to live it accordingly....

God Bless Him.

Penny and family...

Penny Spells-McCray

February 13, 2004

How truly grateful and filled I am to have had such an awesome human-

being in my life. Lee's memory will

x

Pamela Maxwell

February 13, 2004

MORGAN FAMILY

February 13, 2004

I'm sorry for your loss my prayers will be with you. We all know he's in a better place and we will see him again some day. God Bless all of you.

Sjalon Collins

February 13, 2004

Connie Mckinney Miller

February 12, 2004

"Wait on the Lord, be of good courage, and He shall strengthen thine heart..." Psalm 27:14 KJV

May God continually give you peace and comfort during this difficult time. Our prayers and thoughts are with you daily.

Love, Jackie and Candice

Jackie and Candice Kennedy

February 12, 2004

Many prayers to the entire family. He helped mine in so many ways. God bless you all.

Danaille Robinson-Whitener

February 12, 2004

When someone you love becomes a memory the memory becomes a treasure. Remember your father was a treasure for many people. May GOD continue to bless you and your family.

jackie robinson

February 12, 2004

I'm sorry for your loss. Know that my prayers are with your family at this time of sorrow. God Bless all of you.

Toribia P. (T-bird) Jones

February 12, 2004

Showing 1 - 19 of 19 results

Make a Donation

x

Make a donation to a meaningful cause in honor of your loved one. Choose your organization:

Search by name, keyword, or EIN

[Need inspiration? Search by cause.](#)

powered by

[Trust & Safety](#) | [Terms](#) | [Privacy](#)

Memorial Events for Lee Toler

To offer your sympathy during this difficult time, you can now have memorial trees planted in a National Forest in memory of your loved one.

 Plant Trees



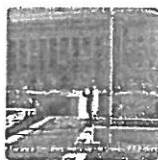
6 CARAT
Emerald and Diamond
Three Stone Ring

LAB-GROWN
\$3,204

NATURAL
\$124,110

SHOP

How to support Lee's loved ones



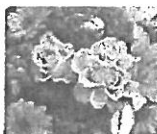
Commemorate a cherished Veteran with a special tribute of Taps at the National WWI Memorial in Washington, D.C.

[Read more](#)



Attending a Funeral: What to Know

[Read more](#)



Should I Send Sympathy Flowers?

[Read more](#)

x



Council Approved: February 3, 2023
Amended: 7/1/2023

SEASIDE STARS APPLICATION

Rev. Name of Nominee: Dr. Herbert Hoove Lusk Sr. Mailing Address: 390 Elm Street

Category			YES	NO
Athletics and Competition		Arts and Performing Media		
Civics and Government	X	Community and Social Equality	X	
Education	X	Environment and Conservation		
Journalism and Literature		Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
	X

If yes, when did they serve? _____

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	X		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	X	
Bringing positive recognition to the city on a local, national, or global stage.	X		Volunteering or working in the community for five (5) or more years.	X	
Contributing to the quality of life of our citizens.	X		Providing economic development or redevelopment activity.	X	
Enhancing Seaside as a place to live, work, or visit.	X		Contributing significant historical impact.	X	
Fostering the spirit of our community.	X		Extraordinary effort to overcome challenges to achieve contribution.	X	
Making lasting and significant contributions to the protection of	X		Contributing to the health and safety of our citizens.	X	



Council Approved: February 3, 2023
Amended: 7/1/2023

natural or cultural resources of the City of Seaside.					
Providing positive opportunities for the future of our youth.	X		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	X	

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**	X	XX

If no, please explain why:

He passed away 6 yrs ago...

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Please See Attached.

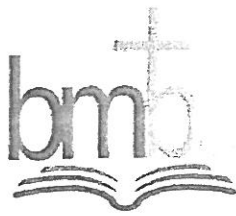
Please attach petitions and/or letters of support from City community groups and organizations.

Signature: [Signature] Print Name: Rev. Harold Lusk Sr. Date: March 28, 2024.

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application



Bethel Missionary Baptist Church
390 Elm Avenue • Seaside, CA 93955 • (831) 747-1110
Pastor Harold Hollingsworth Lusk, Sr., M. Div.

March 28, 2024

To the Seaside Stars Committee.

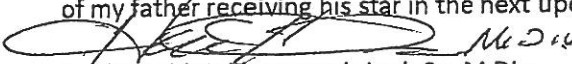
I write this letter to give clear reasoning and justification as to why my father, the late doctor, Herbert Hoover Lusk, Senior is in my opinion, good standing, and well deserving of a Seaside star. My father, I can recall, would speak of the time when Del Monte was a dirt road and the little white church, Bethel Missionary Baptist Church, sat with a lot of flat plains surrounding it. He continued to share stories with me how the Lord would give him visions that the city would grow and prosper.

My father has done many civil, social, and humanitarian deeds that have strongly impacted the City Of Seaside and where it is today. From the first Steven Ross Breakfast sponsored by the Seaside Monterey Peninsula Ministerial Alliance to the annual Easter basket giveaway which I am proud to say just celebrated 19 years yesterday.

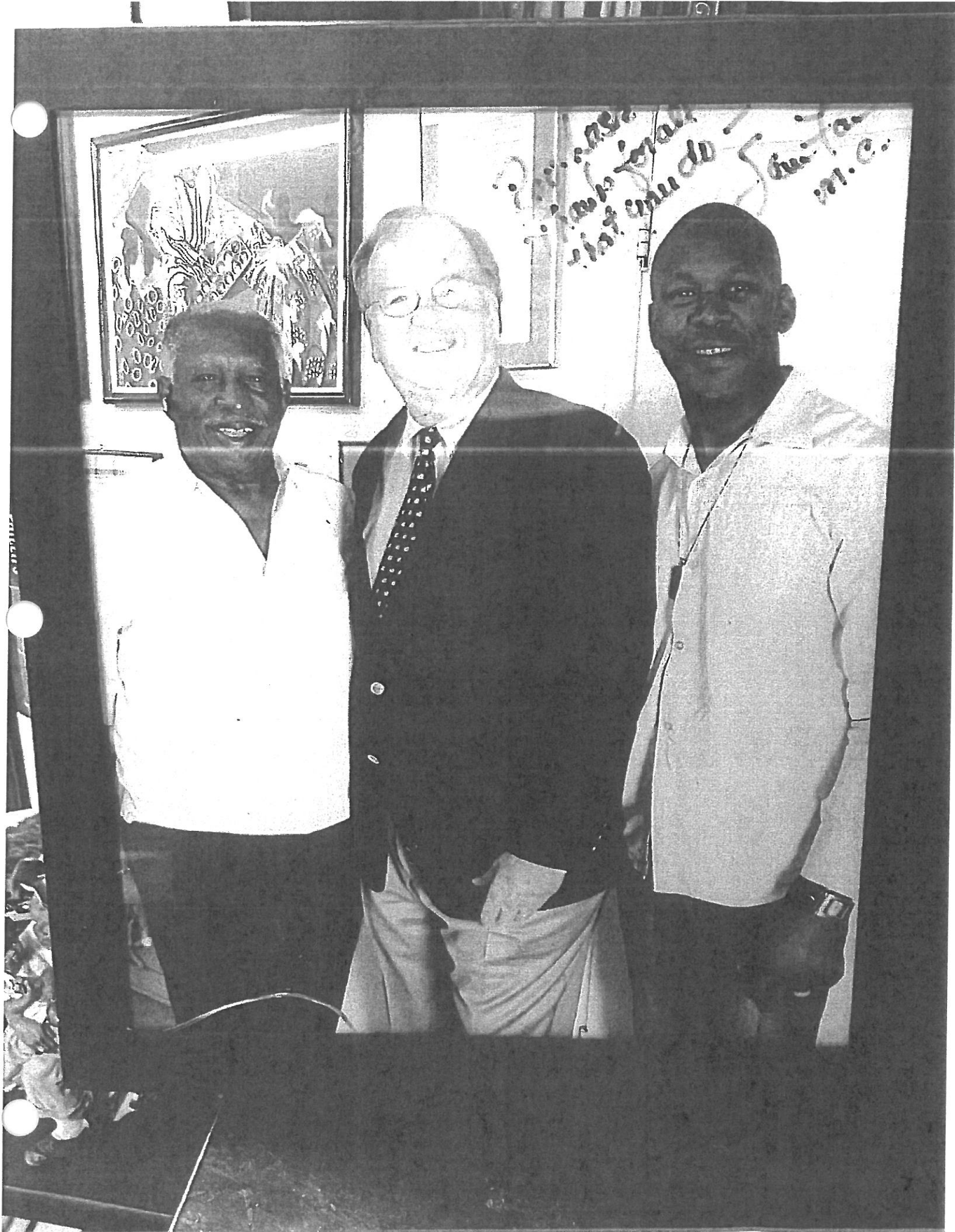
There are many things that the late Dr. Lusk felt and desired for the city that he moved to 60+ years prior to his passing from the small town in Memphis, Tennessee.

The Lord gave him a vision and his mark was made when he founded Operation Shoestrings in the City Of Seaside. That childcare center changed the scope and aspect of looking after our children in our city and there are many pinnacle individuals that were a part its success. One name I my father when he would tell the story is Ruthie Watts. I can recall conversations with political and strong, private city influential people taking place upstairs in the office of Bethel Missionary Baptist Church, those meetings brought forth to Seaside things like Embassy Suites, In-N-Out Burger, Chili's, and Seaside Highlands. From the spiritual perspective, the ministry in the church and the humanitarian work that the late Dr. Herbert Hoover Lusk, Senior accomplished that helped to change and set the tone and pattern for the existing Seaside today. I recall meetings with the mayors, city managers, city attorneys, city council members, talking about the well-being and growth of the City Of Seaside.

In closing, I feel that my father, the late doctor, Herbert Hoover Lusk Senior is well deserving of a star on Broadway for truly keeping it real. He was rough and tough, loving and fierce, but he went to back and stood his ground for the City Of Seaside. I'm asking that the committee would unanimously vote in favor of my father receiving his star in the next upcoming group that is unveiled.


Rev. Harold Hollingsworth Lusk Sr., M Div.







STATE OF CALIFORNIA

SENATE RULES COMMITTEE

RESOLUTION

By Senator Henry J. Mollo;
RELATIVE TO COMMENDING

Reverend Herbert Hoover Lusk, Sr.

WHEREAS, Reverend Herbert Hoover Lusk, Sr., has been named as the recipient of the distinguished Stephen E. Ross Award by the Monterey Peninsula Branch of the National Association for the Advancement of Colored People as a tribute to his exemplary record of community service, and it is appropriate at this time to highlight his many achievements and to extend to him the special recognition of the public; and

WHEREAS, A native of Memphis, Tennessee, Reverend Lusk has served as a minister and professional community organizer in the City of Seaside, where he has become renowned for his speaking ability and leadership skills, and he has played a pivotal role in the growth and development of Seaside; and

WHEREAS, Pastor of the Bethel Missionary Baptist Church in Seaside since 1981, Reverend Lusk has, over the past three decades, designed and organized church educational programs and a day-care program, assisted in community organizational efforts, and developed and administered successful proposals and grant funding efforts; and

WHEREAS, He also provides spiritual leadership as Vice-Moderator of the St. John District Association, which is comprised of the States of California, Nevada, and New Mexico, and parts of Africa; and

WHEREAS, His zeal and enthusiasm have inspired cooperation and commitment for the betterment of the community and the church, and as a result of this dedicated commitment, he founded Operation Shoe-Strings, Operation Tobacco Education, and Operation Second Chance, organizations that have been designed to provide essential services to aspiring youth, their parents, and other interested community residents; and

WHEREAS, Reverend Lusk was among 100 ministers selected to be members of the Cross-Cultural Pastor's Association for Peace Delegation in Seoul, Korea, and following his return, he received a vision for Bethel to organize "Home Call Bible Study Groups" throughout the Monterey Peninsula; and

WHEREAS, He accepted an invitation in 1993 from President Nelson Mandela to be a part of the first African National Conference ever to be held on African soil as well as to be one of the monitors for the upcoming elections in Johannesburg; and

WHEREAS, Reverend Lusk has been the recipient of many awards and commendations that attest to his commendable record of personal, professional, and civic achievements; and

WHEREAS, The contributions that Reverend Lusk has made to the welfare and improvement of the community have been invaluable;

SEASIDE

TELEPHONE (408) 688-6200

SEASIDE, CALIFORNIA 93958-0810

OFFICE OF THE MAYOR
JANUARY 1, 1994
1994

PROCLAMATION

Resolution

By the Honorable Sam Farr
Twenty-eighth Assembly District Relative to commending

THE OPERATION SHOESTRINGS CHILD DEVELOPMENT CENTER

WHEREAS, Today in California, 1.4 million children under the age of 14 years have working parents, but according to the Assembly Select Committee on Child Care, there are currently available only an estimated 617,000 child-care slots; and

WHEREAS, According to the National Commission on Working Women "Child Care Fact Sheet," 61 percent of all women with children under the age of 18 years currently work outside the home, and it is estimated that by 1995 more than 75 percent of school-age children will have mothers who work; and

WHEREAS, During the 1980s, the highest increase in the rate of labor force participation was in women with children under three years of age; and

WHEREAS, Nationally, there are at least 2.5 million children aged five to 13 years who care for themselves for at least part of every day while their parents work, and about 1.5 million children under five years of age are unattended for at least part of the time their parents are working; and

WHEREAS, The average cost of day care is 10 percent of the yearly income of a middle income family, i.e., \$1,200 to \$6,000 per year per child; in 1980, the median annual income for female heads of household in the labor force with children under 18 years of age was \$13,213; and

WHEREAS, The Congressional Caucus for Women's Issues of the United States Congress reported that in a representative study of 600 households with incomes exceeding \$25,000, 80 percent said they want employers to offer child-care referral services and 70 percent want employer-provided on-site child care; and

WHEREAS, The Operation Shoestrings Child development Center in Seaside is a non-profit organization which receives funding from the State Department of Education Child Development Division; and

WHEREAS, In Operation for 20 years, the center offers child care and latch-key programs to 120 children from families of all income levels, as well as at risk children referred by county social service because of abuse or neglect; and

WHEREAS, The center offers toddler, pre-school, and after school care, and its staff is committed to strengthening and supporting families as well as providing an educational and nurturing experience for the child; and

WHEREAS, The center operates under the premise that early experiences which enhance children's cognitive, social, and physical development build on children's unique attributes, promote psychosocial well-being, school achievement, and accrue positive economic outcomes; now, therefore, be it

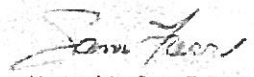
RESOLVED BY ASSEMBLY MEMBER SAM FARR, That he expresses his concern for the severe shortage of quality, affordable child care for the children of working parents in California, and draws special public attention to the Operation Shoestrings Child Development Center in Seaside on its high standard of care and on the opportunities which it provides children to develop the social skills to become productive adults; and be it further

RESOLVED, That a suitably prepared copy of this resolution be transmitted to the Operation Shoestrings Child Development Center.

Members Resolution No. 735

Dated: April 11, 1988

Signed


Honorable Sam Farr
28th Assembly District



Pepperdine University
AND THE
National School Safety Center
IN PARTNERSHIP WITH THE
United States Department of Justice
AND THE
United States Department of Education
PRESENT THE

Certificate of
Advanced Graduate Studies in
Educational Leadership,
Innovation & School Safety

TO
Herbert H. Lusk

Upon completion of the Master of Science Degree in School
Management & Administration and advanced graduate studies
dedicated to ensuring safe, secure and effective schools.

April 26, 1986

David Swenson
President, Pepperdine University

Ronald Stephens
Executive Director, NSSC

George Heckel
Director & Chief Counsel, NSSC

M. L. St. John





CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: August 15, 2024

**SUBJECT: RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK
EVENTS**

RECOMMENDATION

Receive report and provide further direction to staff as necessary.

BACKGROUND

Every year in August, Monterey County hosts multiple car shows in what is commonly referred to as "Monterey Car week". This year the festivities begin on Friday August 9, 2024, and will conclude on Sunday August, 18, 2024, with the Pebble Beach Concours d'Elegance. During the week, the City of Seaside will play host to four car shows.

- **Monday, August 12, 2024** - The Porsche Monterey Classic - This event took place on Del Monte Avenue from 4pm - 8pm, and featured over three hundred Porsche sports cars, from classics to newer models. There was also a variety of live performances, and food and drink offerings by Monterey Peninsula businesses.
- **Saturday, August 17, 2024** - Concours d'LeMons - The event will be held on the lawn at City Hall from 8:00am - 1:00pm, and will feature some of the worst Hoopties, Rust Buckets, Misfits, and Mistakes of the auto world. There will be celebrity judges who will be winning the coveted thrift shop trophies. This show is free to the public.
- **Saturday, August 17, 2024** - Concorso Italiano - This event will be held at Bayonet & Black Horse Golf Course from 9:30am - 4:00pm, and will feature more than 800 vehicles of Italian origin, and its atmosphere is on the vehicles on display, conversation between people who love and appreciate them, and elements of Italian style such as fashion, food, music and art. Tickets for this

event are required.

- **Saturday, August 17, 2024** - Exotics on Broadway - This event will be held on Broadway and Fremont Avenues from 1pm-6pm, and will feature over 125 rare and exotic cars from all around the world. This event is free to the public, and parking for the event will be on Eucalyptus road with a free shuttle to the event.

Staff worked with Voler Strategic Advisors in the development and implementation of a traffic advisory plan that was disseminated to the public on a variety of different platforms. With the three high profile events that are taking place on Saturday, August 17th, it is important that the community is aware of the increased traffic throughout the City.

At the conclusion of last year's car week, staff presented an after-action report to the City Council that went over the specifics of each event and went through some of the successes and challenges so we could plan accordingly for this year's events. Based on the feedback from last year, this is what the City is doing to prepare for this year:

Porsche Monterey Classic:

From 2023 - Del Monte was not closed with enough time to prepare for the event. Staff have been in contact with the organizers, and the road will be closed at 12:30pm to ensure there is enough time to set up for the festivities.

Concors d'LeMon:

From 2023 - The event was only from 8am–11am and became overcrowded at times. Overall, the event was a success, and they are expecting a similar crowd. For this year, the event hours have been extended to 8am–1pm, with hopes that the crowds will be more spread out. There will be an on-site medical tent, and there will be more signs that will outline where you can and can not park. They will be setting up their stage and booths on Friday, August 16, starting at 12:00pm, and will have security on site throughout the night until the start of the event on Saturday.

Concorso Itailiano:

From 2023 - The only issues were related to the golf course operations, and they have that ironed out for this year. They were looking at adding other events during the week and adding live music to their Saturday show.

Exotics on Broadway:

From 2023 - Parking was the main concern. There were cars that blocked the allies, and houses in the adjacent neighborhoods. There were some concerns with the businesses. There were two medical calls which were hard to get quick care too because of the crowds and limited access to EMS. To address these issues, the event organizers have been diligently sending out messaging about parking off site at General Jim Moore, and Coe avenues to take the shuttle to the event. Staff have also been pushing out the

messaging on all of our City communication platforms. To address the business concerns, the Community Development department has been communicating with all the businesses in the affected areas to ensure they all have the most up-to-date information. The event organizers also held a Zoom meeting that was specifically for the businesses so they could address the thoughts and concerns directly with the organizers to make sure that their concerns would be heard. The Seaside Fire Department will also be on-site for the duration of the event to provide first-aid and medical support as needed.

FISCAL IMPACT

There is no fiscal impact on this item.

ATTACHMENTS

1. EOB2024-Vendor-Final (3)
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

-
- EXOTICS ON BROADWAY**
SEASIDE, CALIFORNIA
- Legend:**
- RESTROOMS 9 LOCATIONS
 - 50 REGULAR 10 HANDICAP 20 WASH STATIONS
 - ENTRANCE
 - FIRST AID
 - FLAGS
 - BARRICADES
 - CLOSURE
 - SAFETY FENCE
 - FIRE TRUCK
 - STAGE
 - 10X10 TENT SPACE
 - 10X20 TENT SPACE
 - RED CARPET SPACE
 - ENTER
 - EXIT
 - PEDESTRAIN CROSSING
 - 10X10 TENT SPACE
- Event Details:**
- Hyper Car A:** 45 Cars and 33 Spots = Extra 9 Cars + 3 Cars >>
 - Hyper Car Display A:** DISPLAY 11 CARS
 - VIP Lounge:** 2 VIP 1 Handicap 1 Wash Station
 - Hyper Car Display A List:**
 - 2023 BUGATTI CHIRON Supersport
 - 2022 BUGATTI CHIRON Supersport
 - FJ BUGATTI PurSport
 - McLaren P1 HDK
 - McLaren Senna GTR
 - FJ McLaren P1
 - McLaren Senna
 - Porsche 918
 - FJ Koenigsegg Jesko
 - Koenigsegg CCR
 - Koenigsegg CCX Edition
 - Koenigsegg CCGT
- Exhibitor Booths:**
- A1-A9:** LOTUS, BODEN, LEEN CUSTOMS, HK Motorcars, CAR SUDS DETAILING & SUPPLIES, KOENIGSEGG, ABUSHI, EOB MERCH, Czingier, FIRE TRUCK, FIRST AID.
 - B1-B8:** DRIVEN AUTO MOTIVE, FORD RACING, VORSTEINER GUNTHERWERKS, OIL STAIN LABS, STEK, VP DESIGNS, INOZETEK, STAGE, LOTUS, BODEN, LEEN CUSTOMS, HK Motorcars, CAR SUDS DETAILING & SUPPLIES, KOENIGSEGG, ABUSHI, EOB MERCH, Czingier.
 - C1-C5:** HYPER CAR A KOENIGSEGG, 45 Cars and 33 Spots = Extra 9 Cars + 3 Cars >>, 15 CARS, 3 CARS JACK SCIENTIFIC PORSCHE, State Farm My Agent Indy, DDE, D1, 18 CARS, EXIT FOR CARS WITH NO CREDENTIALS, FIRST BLOCK | DEL MONTE TO HILLSDALE.
 - D1-D2:** MONTEREY TOURING VEHICLES, STEERING WHEEL ART, GUMBALL CARS STEVE GOLDFIELD, GINTANI, EOB MERCH, SS CUSTOMS Avery Dennison, COOL COLLECTIVE, Walnut Creek Luxury Cars, LIQUI MOLY, UPPER EMPIRE MOTORS, PAGANI, F1, CHARIOTS, 3D LOS ANGELES, LIGHTSPEED RACING, BREY, KOENIGSEGG, 8 PAGANIS, VIP LOUNGE, DISPLAY 11 CARS, 8 PAGES, 1-10 VIP CARS, 10-20 VIP CARS, 20-30 VIP CARS, 30-40 VIP CARS, 40-50 VIP CARS.
 - E1-E9:** MONTEREY TOURING VEHICLES, STEERING WHEEL ART, GUMBALL CARS STEVE GOLDFIELD, GINTANI, EOB MERCH, SS CUSTOMS Avery Dennison, COOL COLLECTIVE, Walnut Creek Luxury Cars, LIQUI MOLY, UPPER EMPIRE MOTORS, PAGANI, F1, CHARIOTS, 3D LOS ANGELES, LIGHTSPEED RACING, BREY, KOENIGSEGG, 8 PAGANIS, VIP LOUNGE, DISPLAY 11 CARS, 8 PAGES, 1-10 VIP CARS, 10-20 VIP CARS, 20-30 VIP CARS, 30-40 VIP CARS, 40-50 VIP CARS.
 - F1-F2:** MONTEREY TOURING VEHICLES, STEERING WHEEL ART, GUMBALL CARS STEVE GOLDFIELD, GINTANI, EOB MERCH, SS CUSTOMS Avery Dennison, COOL COLLECTIVE, Walnut Creek Luxury Cars, LIQUI MOLY, UPPER EMPIRE MOTORS, PAGANI, F1, CHARIOTS, 3D LOS ANGELES, LIGHTSPEED RACING, BREY, KOENIGSEGG, 8 PAGANIS, VIP LOUNGE, DISPLAY 11 CARS, 8 PAGES, 1-10 VIP CARS, 10-20 VIP CARS, 20-30 VIP CARS, 30-40 VIP CARS, 40-50 VIP CARS.
 - G1-G5:** MONTEREY TOURING VEHICLES, STEERING WHEEL ART, GUMBALL CARS STEVE GOLDFIELD, GINTANI, EOB MERCH, SS CUSTOMS Avery Dennison, COOL COLLECTIVE, Walnut Creek Luxury Cars, LIQUI MOLY, UPPER EMPIRE MOTORS, PAGANI, F1, CHARIOTS, 3D LOS ANGELES, LIGHTSPEED RACING, BREY, KOENIGSEGG, 8 PAGANIS, VIP LOUNGE, DISPLAY 11 CARS, 8 PAGES, 1-10 VIP CARS, 10-20 VIP CARS, 20-30 VIP CARS, 30-40 VIP CARS, 40-50 VIP CARS.
 - H1-H7:** MONTEREY TOURING VEHICLES, STEERING WHEEL ART, GUMBALL CARS STEVE GOLDFIELD, GINTANI, EOB MERCH, SS CUSTOMS Avery Dennison, COOL COLLECTIVE, Walnut Creek Luxury Cars, LIQUI MOLY, UPPER EMPIRE MOTORS, PAGANI, F1, CHARIOTS, 3D LOS ANGELES, LIGHTSPEED RACING, BREY, KOENIGSEGG, 8 PAGANIS, VIP LOUNGE, DISPLAY 11 CARS, 8 PAGES, 1-10 VIP CARS, 10-20 VIP CARS, 20-30 VIP CARS, 30-40 VIP CARS, 40-50 VIP CARS.
- Other Details:**
- EXIT FOR CARS WITH NO CREDENTIALS:** DO NOT BLOCK HOME DRIVEWAY
 - EXIT:** EXIT FOR CARS WITH NO CREDENTIALS
 - STAGE:** STAGE
 - VIP LOUNGE:** 2 VIP 1 Handicap 1 Wash Station
 - Hyper Car Display A:** DISPLAY 11 CARS
 - VIP Lounge:** 8 PAGES, 1-10 VIP CARS, 10-20 VIP CARS, 20-30 VIP CARS, 30-40 VIP CARS, 40-50 VIP CARS
 - Hyper Car Display A List:**
 - 2023 BUGATTI CHIRON Supersport
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 - FJ BUGATTI PurSport
 - McLaren P1 HDK
 - McLaren Senna GTR
 - FJ McLaren P1
 - McLaren Senna
 - Porsche 918
 - FJ Koenigsegg Jesko
 - Koenigsegg CCR
 - Koenigsegg CCX Edition
 - Koenigsegg CCGT