

# City Council Meeting Agenda



March 24, 2026

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor

**Amy Bublak**

Council Members

**Kevin Bixel**  
**Cassandra Abram**

**Erika Phillips**  
**Rebecka Monez**  
(Vice Mayor)

Interim City Manager

**Gary Hampton**

City Clerk

**Nichole Fiez**

City Attorney

**George A. Petrulakis**

**SPEAKER CARDS:** To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

**NOTICE REGARDING NON-ENGLISH SPEAKERS:** The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

**EQUAL ACCESS POLICY:** If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

**NOTICE:** Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed three (3) minutes for comments.

**AGENDA PACKETS:** Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at [www.cityofturlock.org](http://www.cityofturlock.org) and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**
4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
Tuesday, March 24, 2026**

**Next City Council Resolution: 2026-030**

**Next Ordinance: 1342-CS**

**5. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS**

**6. PUBLIC PARTICIPATION**

Pursuant to California Government Code Section 54954.3(a), this portion of the meeting is set aside for members of the public to address the City Council on matters that are not listed on tonight's agenda but are within the subject matter jurisdiction of the City Council. Speakers will be allowed up to three (3) minutes for their comments. Speakers who wish to address a matter listed later on the agenda may be asked to wait until that item is heard. Comments on matters outside the Council's subject matter jurisdiction may be ruled out of order by the presiding officer and not permitted to continue. Pursuant to Government Code Section 54954.2(a)(3), the City Council may not take action or engage in substantive discussion on items not listed on the posted agenda. However, the Council or staff may briefly respond to public comments, refer matters to staff, or request that a topic be placed on a future agenda.

**7. CITY MANAGER REPORTS/UPDATES**

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager's request.

**8. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and will be enacted by one motion with no separate discussion. Any item may be removed from the Consent Calendar and considered separately at the request of the Mayor or any Councilmember. Prior to Council action, members of the public may address the Council on the Consent Calendar. If during their Consent Calendar comments, a member of the public requests removal of an item for separate consideration, the Mayor or a Councilmember may do so. Public comment on the Consent Calendar is limited to one (1) minute per speaker, regardless of the number of items addressed by the speaker.

- A. Accepting the Weekly Demands of February 27, 2026 through March 5, 2026 in the Amount of \$1,400,386.49
- B. Accepting the Investment and Cash Report for the Month of February 2026 in the Amount of \$329,243,907.43
- C. Accepting the Minutes of the March 10, 2026 Regular City Council Meeting
- D. Approving an Agreement with Nelson\Nygaard Consulting Associates, Inc., in an Amount Not-to-Exceed \$299,949.15 for a Period of Three Years for the Development of Short- and Long-Range Transit Plans (Transit)
- E. Approving Amendment No. 19 to City Contract No. 2024-111 with NV5, Inc. for Construction Management and Inspection Services for the Roads Program for City Project No. 23-067 in the Amount of \$59,887.03 (Roads Program)
- F. Awarding Bid and Approving an Agreement with Ace-High Engineering for City Project No. 25-063 "Geer Road Water Valves Replacement" in the Amount of \$295,746.00 (Engineering)

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
Tuesday, March 24, 2026**

**Next City Council Resolution: 2026-030**

**Next Ordinance: 1342-CS**

- G. Approving Amendment No. 1 with Swiftly, Inc., to Extend Access to the Transit Data Platform for Two Additional Years in the Amount of \$62,942.07 (Transit)
- H. Approving an Agreement with KONE Inc. for Elevator Maintenance and Repair Services for a Five-Year Term in an Amount Not-to-Exceed \$300,000 (Maintenance)
- I. Approving Amendment No. 1 to the North America Master Agreement with Konica Minolta Business Solutions U.S.A., Inc. Extending the Term Four Years for Document Management Services and Increasing Total Compensation to \$700,000 (Information Technology)

**9. FINAL READINGS**

**10. PUBLIC HEARINGS**

- A. Reviewing the Annual Military Equipment Report (Police)

**11. ACTION ITEMS**

- A. Appointing Katie O. Lucchesi to the Position of City Attorney for the City of Turlock and Approving the Related Employment Agreement (Human Relations)
- B. Approving the Purchase of One (1) Pierce Manufacturing, Inc. 107' Velocity Tractor Drawn Aerial with Tank and Pump, with Funding Allocated from Fund 506 – Vehicle/Equipment Replacement (Fire Department)
- C. Provide Direction on Future of Fire Administrative Services Agreement with Modesto and Turlock Fire Department Administration (City Manager's Office)

**12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS**

**13. CLOSED SESSION**

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)  
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."  
Agency Designated Representative: Interim City Manager, Gary Hampton  
Employee Organization: Turlock Management Association-Public Safety
- B. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)  
Title: City Manager (Discussion Only)
- C. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)  
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."  
Potential Case(s): One (1)

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
Tuesday, March 24, 2026**

**Next City Council Resolution: 2026-030**

**Next Ordinance: 1342-CS**

---

14. **REPORTS FROM CLOSED SESSION**
15. **ADJOURNMENT**



I, Isaac Moreno, the Finance Director of the City of Turlock attest that each check is entered into the Check Register with each check number, the date of issue, the amount, and the name of the payee. Each check entered into the Check Register conforms to the current City budget. I hereby submit the Check Register to the City Manager for approval prior to being placed on the council agenda for ratification per Turlock Municipal Code Sections 3-2-05 and 3-2-07.

Check Register dated 2/27/26 – 3/5/26

 Isaac Moreno – Finance Director	<u>3-9-26</u> Date
 Gary Hampton - Interim City Manager	<u>3/9/2026</u> Date

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
152728	03/02/2026	Open			Accounts Payable	STANISLAUS CO SUPERIOR CT	\$1,515.00		
			Invoice	Date	Description	Amount			
			CV-24-010295A	02/26/2026	Case No CV-24-010295	\$1,515.00			
			Paying Fund		Cash Account	Amount			
			110 - General Fund		110.11000 (Cash)	\$1,515.00			
152729	03/02/2026	Open			Accounts Payable	STANISLAUS CO SUPERIOR CT	\$1,420.00		
			Invoice	Date	Description	Amount			
			CV2-4-006882A	02/26/2026	Case No. CV-24-006882	\$1,420.00			
			Paying Fund		Cash Account	Amount			
			110 - General Fund		110.11000 (Cash)	\$1,420.00			
152730	03/03/2026	Open			Utility Management Refund	CALDERON, RUBEN	\$278.86		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	212822-002	MOVE OUT CREDIT	03/03/2026	Refund		
			Paying Fund		Cash Account	Amount			
			420 - WATER		420.11000 (Cash)	\$278.86			
152731	03/03/2026	Open			Utility Management Refund	CS INVESTMENTS LLC	\$309.94		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	670634-013	MOVE OUT CREDIT	03/03/2026	Refund		
			Paying Fund		Cash Account	Amount			
			420 - WATER		420.11000 (Cash)	\$309.94			
152732	03/03/2026	Open			Utility Management Refund	GOOD NEIGHBOR HOMES LLC	\$222.85		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	890723-008	MOVE OUT CREDIT	03/03/2026	Refund		
			Paying Fund		Cash Account	Amount			
			110 - General Fund		110.11000 (Cash)	\$58.46			
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$60.26			
			420 - WATER		420.11000 (Cash)	\$104.13			
152733	03/03/2026	Open			Utility Management Refund	GREYSTONE-GS, LLC.	\$373.99		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	185124-002	MOVE OUT CREDIT	03/03/2026	Refund		
			Paying Fund		Cash Account	Amount			
			420 - WATER		420.11000 (Cash)	\$373.99			
152734	03/03/2026	Open			Utility Management Refund	GUTIERREZ, RUBEN	\$269.91		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	679291-004	MOVE OUT CREDIT	03/03/2026	Refund		
			Paying Fund		Cash Account	Amount			
			420 - WATER		420.11000 (Cash)	\$269.91			
152735	03/03/2026	Open			Utility Management Refund	JULIEN-HAMEL OPT CORP	\$107.86		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Landscape Metered	L914126-001	MOVE OUT CREDIT	03/03/2026	Refund		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152736	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$107.86		
	03/03/2026	Open			Utility Management Refund	MENESES, STACI	\$12.38		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			238945-005	MOVE OUT CREDIT	03/03/2026	Refund			
Paying Fund			Cash Account				Amount		
420 - WATER			420.11000 (Cash)				\$12.38		
152737	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$12.38		
	03/03/2026	Open			Utility Management Refund	MORENO, OMAR	\$310.65		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			81388-002	MOVE OUT CREDIT	03/03/2026	Refund			
Paying Fund			Cash Account				Amount		
420 - WATER			420.11000 (Cash)				\$310.65		
152738	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$310.65		
	03/03/2026	Open			Utility Management Refund	RAMIREZ, ENRIQUE	\$272.58		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			434787-005	MOVE OUT CREDIT	03/03/2026	Refund			
Paying Fund			Cash Account				Amount		
420 - WATER			420.11000 (Cash)				\$272.58		
152739	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$183.79		
	03/03/2026	Open			Utility Management Refund	SHAHBAZ, MATYOU	\$183.79		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			229393-005	MOVE OUT CREDIT	03/03/2026	Refund			
Paying Fund			Cash Account				Amount		
420 - WATER			420.11000 (Cash)				\$183.79		
152740	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$308.81		
	03/03/2026	Open			Utility Management Refund	STEWART, DANIEL	\$308.81		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			654183-004	MOVE OUT CREDIT	03/03/2026	Refund			
Paying Fund			Cash Account				Amount		
420 - WATER			420.11000 (Cash)				\$308.81		
152741	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$100.74		
	03/03/2026	Open			Utility Management Refund	TORRES, ANDRE	\$100.74		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			000922-003	MOVE OUT CREDIT	03/03/2026	Refund			
Paying Fund			Cash Account				Amount		
420 - WATER			420.11000 (Cash)				\$100.74		
152742	03/05/2026	Open			Accounts Payable	ABS DIRECT INC	\$17,415.01		
	Invoice			Date	Description		Amount		
	142341			02/23/2026	UT STATEMENT - 02/10/2026		\$16,747.96		
	142342			02/23/2026	UT DELINQ - FEBRUARY 2026		\$667.05		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,805.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,805.00		
420 - WATER			420.11000 (Cash)			\$5,805.01			

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152743	03/05/2026	Open			Accounts Payable	Across International LLC	\$6,630.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	48679		01/16/2026		EVIDENCE FREEZER		\$6,630.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$6,630.00		
152744	03/05/2026	Open			Accounts Payable	AFLAC	\$3,199.97		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	810982		02/27/2026		INDIVIDUAL FEBRUARY 2026		\$3,199.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$3,199.97		
152745	03/05/2026	Open			Accounts Payable	AIR EXCHANGE, INC.	\$1,773.31		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	91614664		05/16/2025		RETURN SYSTEM CONTROL BOX		\$1,773.31		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,773.31		
152746	03/05/2026	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,956.04		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV9896		01/26/2026		ALLEGIANCE - JANITORIAL SUPPLIES		\$97.76		
	INV9900		01/29/2026		ALLEGIANCE - JANITORIAL SUPPLIES		\$989.36		
	INV10263		02/25/2026		ALLEGIANCE - JANITORIAL SUPPLIES		\$363.81		
	INV10262		02/25/2026		ALLEGIANCE - JANITORIAL SUPPLIES		\$505.11		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$1,956.04		
152747	03/05/2026	Open			Accounts Payable	AMERICAN MESSAGING	\$16.80		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	R1061876AC		03/01/2026		Acct #R1-061876 - Fire Department		\$16.80		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$16.80		
152748	03/05/2026	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$107.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2/22/26		02/22/2026		PSF Monthly Internet Service - 2/23/26-3/22/26		\$107.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$107.00		
152749	03/05/2026	Open			Accounts Payable	AT&T Corp	\$587.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7950672111		02/11/2026		SRWA - JPA, Surface Water, Operations- Internet Access Feb 2026		\$587.98		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	950 - SRWA - JPA				950.11000 (Cash)		\$587.98		
152750	03/05/2026	Open			Accounts Payable	AT&T MOBILITY	\$821.99		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4412X01272026		01/19/2026		FIRE AIR CARDS - JAN 2026		\$821.99		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$821.99		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152751	03/05/2026	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUJD & ROMO	\$23,325.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	777872		01/31/2026		Legal Services January 2026		\$23,325.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$23,325.25		
152752	03/05/2026	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$207.82		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	284456		02/19/2026		25854415 HINGE		\$207.82		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$207.82		
152753	03/05/2026	Open			Accounts Payable	BSK & ASSOCIATES	\$1,080.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0111889		12/31/2025		SR02, 14-44 Intersection Improv at W Main S Tegner Rd-12/31/25		\$1,080.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$1,080.00		
152754	03/05/2026	Open			Accounts Payable	CAL TRAFFIC SIGNS INC	\$2,416.91		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	21059-A		01/26/2026		100 Uneven Sidewalk and 100 Wire Hardware		\$2,416.91		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$2,416.91		
152755	03/05/2026	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$13,956.49		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	86797		02/17/2026		PM- December 2025; Section 2 & Section 3 (City Hall Server Room)		\$13,956.49		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$6,316.44		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,042.71		
	420 - WATER				420.11000 (Cash)		\$330.24		
	426 - Transit				426.11000 (Cash)		\$851.94		
	501 - Information Technology				501.11000 (Cash)		\$854.97		
	505 - Fleet				505.11000 (Cash)		\$560.19		
152756	03/05/2026	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$63.76		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5319524907		02/19/2026		FIRST AID CABINET REFILL - WQC / ELECTRICAL		\$63.76		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$31.88		
	420 - WATER				420.11000 (Cash)		\$31.88		
152757	03/05/2026	Open			Accounts Payable	CITY OF MODESTO	\$1,318.22		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	166236		01/29/2026		FLEET MAINTENANCE DEC 2025		\$1,318.22		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,318.22		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152758	03/05/2026	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$169.78		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2-26-26 REPLIN		02/26/2026		FIN AR-REPLENISH PETTY CASH 2-26-26		\$169.78		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$55.78		
	255 - CDBG				255.11000 (Cash)		\$57.00		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$20.00		
	257 - State HOME Funds				257.11000 (Cash)		\$37.00		
152759	03/05/2026	Open			Accounts Payable	CURTIS & SONS INC, L N	\$2,638.04		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1070403		03/03/2026		CURTIS INVOICE 1070403 2/26/2026		\$1,869.47		
	1037745		03/03/2026		FIRE/RESCUE EQUIPMENT		\$768.57		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,638.04		
152760	03/05/2026	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$3,240.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23031		02/01/2026		PLAN CHECKING SERVICE - JAN 2026		\$3,240.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$3,240.00		
152761	03/05/2026	Open			Accounts Payable	EQUIFAX	\$9.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2070518904		02/17/2026		PD BACKGROUNDS		\$9.66		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$9.66		
152762	03/05/2026	Open			Accounts Payable	FASTENAL COMPANY INC	\$579.05		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CATUR203924		02/24/2026		10 10 0 #6 7/8-3/8x9/16HCSSB		\$579.05		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$579.05		
152763	03/05/2026	Open			Accounts Payable	FEDERAL EXPRESS	\$99.23		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9-193-99927		02/27/2026		SHIPPING CHARGES FOR 2/27/26		\$99.23		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$54.33		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$44.90		
152764	03/05/2026	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$288.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6838025		02/18/2026		SRWA Supplies - Lab Supplies Pipettes		\$288.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	450 - SRWA - Operations				450.11000 (Cash)		\$288.25		
152765	03/05/2026	Open			Accounts Payable	GILLIG LLC	\$1,977.53		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	41407048		02/18/2026		82-43779-005 5 EA GUARD, GLASS 46 IN		\$1,050.79		
	41407657		02/19/2026		51-65924-000 1 EA LAMP, DRIVER/MAP, PETERSON LED SWIV 0		\$47.78		
	41408850		02/23/2026		83-15016-000 6 EA MICROPHONE		\$830.95		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	41409297		02/24/2026	51-71489-000	5 EA RELAY, SINGLE POLE, 12V, YELLOW, Cash Account		\$48.01		
					505.11000 (Cash)		Amount		
							\$1,977.53		
152766	03/05/2026	Open			Accounts Payable	GOLD STAR PAINTING	\$575.00		
	Invoice		Date		Description		Amount		
	7069		01/30/2026		KENGINGTON ESTATES COATING OF LIGHT POLE		\$575.00		
					Cash Account		Amount		
					246.11000 (Cash)		\$575.00		
152767	03/05/2026	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$29,329.62		
	Invoice		Date		Description		Amount		
	101744		02/28/2026		CUST #24090 - Fuel Expense for 2/16/26 - 2/28/26		\$26,709.79		
	101580		02/18/2026		Fuel for Fire #3		\$2,619.83		
					Cash Account		Amount		
					110.11000 (Cash)		\$16,387.09		
					205.11000 (Cash)		\$486.47		
					217.11000 (Cash)		\$2,185.10		
					246.11000 (Cash)		\$1,122.52		
					255.11000 (Cash)		\$49.37		
					410.11000 (Cash)		\$3,463.70		
					420.11000 (Cash)		\$2,515.39		
					426.11000 (Cash)		\$2,643.94		
					450.11000 (Cash)		\$445.93		
					505.11000 (Cash)		\$30.11		
152768	03/05/2026	Open			Accounts Payable	GOMES PROPANE	\$43.45		
	Invoice		Date		Description		Amount		
	13058		01/20/2026		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$43.45		
					Cash Account		Amount		
					219.11000 (Cash)		\$43.45		
152769	03/05/2026	Open			Accounts Payable	Government Consulting Partners, Inc.	\$2,200.00		
	Invoice		Date		Description		Amount		
	181		02/26/2026		SB90 State Mandated Cost Claiming Project Progress Billing #2		\$2,200.00		
					Cash Account		Amount		
					110.11000 (Cash)		\$2,200.00		
152770	03/05/2026	Open			Accounts Payable	GRAINGER INC, W W	\$855.71		
	Invoice		Date		Description		Amount		
	9814138484		02/19/2025		PALLET JACK MANUAL OPERATION		\$813.21		
	9819901134		02/24/2026		SRWA Supplies - Tape Measures		\$42.50		
					Cash Account		Amount		
					410.11000 (Cash)		\$813.21		
					450.11000 (Cash)		\$42.50		
152771	03/05/2026	Open			Accounts Payable	GRISWOLD INDUSTRIES DBA CLA- VAL CO., GRISWOLD CASTING., SOUNDCAST, ESI	\$6,584.28		
	Invoice		Date		Description		Amount		
	930499		10/27/2025		24" VALVE JENNINGS REBUILD		\$6,584.28		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	416 - Recycled Water Sales				416.11000 (Cash)		\$6,584.28		
152772	03/05/2026	Open			Accounts Payable	HACH COMPANY	\$25,067.75		
	Invoice			Date	Description		Amount		
	14846463			01/27/2026	S-KTKN TNT+ - LAB		\$1,266.90		
	14791957			12/12/2025	FLD SVC: REFRIGIRATION SYSTEM		\$23,190.00		
	14791958			12/12/2025	FIELD SERVICE PARTNERSHIP SC4500		\$1,867.00		
	14849742			01/29/2026	FIELD INSTRUMENT EVALUTATION		\$1,650.14		
	14854867			02/02/2026	ASSY COLORIMETER / ASSY FLOW METER		\$2,323.70		
	14845392			01/27/2026	FIELD SERVICE PARTNERSHIP lxxv525.99aa1551		\$1,421.96		
	2242825			12/26/2025	CREDIT MEMO; REFRIGIRATED BASE UNIT		(\$10,323.72)		
	14861677			02/05/2026	TOC, TNT + LR PK 25 / PHOS, TNT+, ORTHO PK 25 - LAB		\$1,330.04		
	14854713			02/02/2026	NITRATE TNT LR / VOLATILE ACITS TNT - LAB		\$749.67		
	14864143			02/06/2026	GELEX STD SET 2100 PORTABLE TURBS - LAB		\$336.13		
	14872169			02/12/2026	PH COMBINATION SENSORR		\$1,255.93		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$24,066.60		
	420 - WATER				420.11000 (Cash)		\$1,001.15		
152773	03/05/2026	Open			Accounts Payable	HCI SYSTEMS, INC	\$1,200.00		
	Invoice			Date	Description		Amount		
	10148903			02/24/2026	SRWA - Fire Sprinkler Repair		\$1,200.00		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$1,200.00		
152774	03/05/2026	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	\$1,901.55		
	Invoice			Date	Description		Amount		
	INV00961357			02/12/2026	SRWA supplies - CalGas Nitrogen		\$373.75		
	INV00966711			02/18/2026	SRWA supplies - StablCal Vials		\$732.75		
	INV00966771			02/18/2026	SRWA supplies - Conductivity Probe, pH Electrode Solution		\$795.05		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$1,901.55		
152775	03/05/2026	Open			Accounts Payable	HILMAR LUMBER INC	\$176.57		
	Invoice			Date	Description		Amount		
	766354			02/19/2026	BUCKETS FOR CHANGING OIL AT NVRW		\$93.14		
	765590			02/13/2026	HOSE/NYLN BARB ADAPTER INSRT WRNCH NUTDRIVER SET		\$83.43		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$83.43		
	416 - Recycled Water Sales				416.11000 (Cash)		\$93.14		
152776	03/05/2026	Open			Accounts Payable	HOGUE, RICHARD J	\$2,500.00		
	Invoice			Date	Description		Amount		
	2/18/26			02/18/2026	FYE 6/30/25 GASB 75 Disclosures Report		\$2,500.00		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$2,500.00		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152777	03/05/2026	Open			Accounts Payable	HSI MECHANICAL INC	\$1,257.48		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	19939		02/20/2026	HSI TO PROVIDE MATERIAL & LABOR TO FABRICATE (1) BEZEL FROM		\$1,257.48			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	426 - Transit			426.11000 (Cash)		\$1,257.48			
152778	03/05/2026	Open			Accounts Payable	INTERNATIONAL ACCREDITATION SERVICE INC	\$5,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INV0026177		12/19/2025	ELAP RENEWAL 2025		\$5,000.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			
152779	03/05/2026	Open			Accounts Payable	JARVIS FAY LLP	\$357.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	21418		01/31/2026	LEGAL SERVICES - TOT REVISION & BALLOT MEASURE		\$357.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$357.00			
152780	03/05/2026	Open			Accounts Payable	Jocelyn E. Roland Ph.D., ABPP, INC	\$3,500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	24778		02/26/2026	PRE-EMP PSYCH SCREENING		\$500.00			
	24655		03/03/2026	ROLANDFOR PSYCH SCREENING - NOAH HENRY		\$500.00			
	24642		03/03/2026	ROLAND FOR PSYCH SCREENING - CODY TRAPP		\$500.00			
	24643		03/03/2026	ROLAND FOR PSYCH SCREENING - CADE GILBERT		\$500.00			
	24646		03/03/2026	ROLAND FOR PSYCH SCREENING - ELIJAH LESTER		\$500.00			
	24647		03/03/2026	ROLAND FOR PSYCH SCREENING - BRADEN DWIGHT		\$500.00			
	24648		03/03/2026	ROLAND FOR PSYCH SCREENING - NOAH HENRY - LAST MINUTE CANCEL		\$500.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$3,500.00			
152781	03/05/2026	Open			Accounts Payable	JULIAN TREE CARE INC.	\$8,160.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	12549-I		02/23/2026	CITY TREE TRIMMING: 2/9-2/11/2026		\$8,160.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$5,440.00			
	205 - Sports Facilities			205.11000 (Cash)		\$2,720.00			
152782	03/05/2026	Open			Accounts Payable	LEHR Upfitters OpCo LLC dba LEHR	\$3,484.43		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	SCM16313		06/12/2025	Shipping Charges OTHER Shipping		(\$65.18)			
	SI128604		01/28/2026	C-LP1-USB2 Havis, Console Accessory Bracket Kit w 1 Lighter Plug		\$193.91			
	SI129180		02/13/2026	358118121 Hella, HERO 1.0 Hideaway Concealed LED Lighthouse - Red		\$208.33			
	SI129369		02/24/2026	VTX609A Whelen Vertex Super-LED Omni Directional Lighthouse Amber		\$828.62			

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	SI129591		02/25/2026		H-UJM502-B Intrmotive, Upfitter Interface Module 2023		\$366.10		
	SI129151		02/11/2026		-24 F250-F6 TA125NF2 Whelen TA Arrow Head Style, 12 Lamp, 15" H, 50' Cable,		\$1,952.65		
	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$3,290.52		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)		\$193.91		
152783	03/05/2026	Open			Accounts Payable	Life-Assist, Inc	\$554.67		
	Invoice			Date	Description		Amount		
	2052012		01/20/2026		INTERSURGICAL I-GEL		\$554.67		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$554.67		
152784	03/05/2026	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$84.00		
	Invoice			Date	Description		Amount		
	SIP-E228535		02/20/2025		FEBRUARY CELL AND SAT DATA SERVICES		\$84.00		
	Paying Fund				Cash Account		Amount		
	416 - Recycled Water Sales				416.11000 (Cash)		\$84.00		
152785	03/05/2026	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$99.79		
	Invoice			Date	Description		Amount		
	48598751		02/24/2026		ASPHALT		\$99.79		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$99.79		
152786	03/05/2026	Open			Accounts Payable	Matrix Design Group, Inc.	\$34,936.25		
	Invoice			Date	Description		Amount		
	0000049578		02/19/2026		Professional Services rendered through 1/31/26		\$34,936.25		
	Paying Fund				Cash Account		Amount		
	301 - Capital Improvements				301.11000 (Cash)		\$34,936.25		
152787	03/05/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	\$165.73		
	Invoice			Date	Description		Amount		
	726000634		02/24/2026		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N		\$72.57		
	726000631		02/24/2026		WEEKLY WASTEWATER SAMPLING AMMONIA		\$46.58		
	726000622		02/24/2026		WEEKLY WASTEWATER SAMPLING AMMONIA		\$46.58		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$165.73		
152788	03/05/2026	Open			Accounts Payable	MID CAL PIPELINE/UTIL INC	\$182,872.62		
	Invoice			Date	Description		Amount		
	PP1/CP25-051		01/31/2026		CP 25-051 El Paseo Sanitary Sewer Main Replacement-1/31/26		\$182,872.62		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$182,872.62		
152789	03/05/2026	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$1,805.83		
	Invoice			Date	Description		Amount		
	230203 07		02/26/2026		SRWA Supplies - Wye Strainers		\$1,805.83		
	Paying Fund				Cash Account		Amount		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				450.11000 (Cash)			\$1,805.83		
152790	03/05/2026	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	\$545.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CINV-485682		01/31/2026		SR01, 22-035 Inter Improv Countryside Dr Business Ent-1/31/26		\$545.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$545.25		
152791	03/05/2026	Open			Accounts Payable	Mountain Cascade, Inc.	\$496,186.27		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP5/CP23-067BP3		01/30/2026		23-067 Construction for Roads BP3 November 2025		\$496,186.27		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	218 - Measure L				218.11000 (Cash)		\$496,186.27		
152792	03/05/2026	Open			Accounts Payable	NAPA AUTO PARTS	\$1,287.81		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	853380		02/18/2026		DE1653 DC RED ENGINE ()		\$13.87		
	853420		02/19/2026		91802 NON SHACKLE ()		\$92.33		
	853433		02/19/2026		APP103 ASP SPARK PLUG		\$462.07		
	853495		02/20/2026		785171 NW TAPA CIRC FUSE HOLDER 1.00 28.16 13.60 13.60 TO Qty: 1		\$14.77		
	853543		02/23/2026		784754 NW HEAT SHRINK TUBING		\$9.73		
	853638		02/24/2026		15011 LIT 3LICENSE KIT		\$14.10		
	853659		02/24/2026		84-4005 GRO TUBING (491)		\$26.63		
	853660		02/24/2026		849542PC GRO MARINE TERMINAL NEG		\$15.82		
	853705		02/25/2026		7304600 BK SPRNG BSHNG-BLSTR PK		\$80.56		
	853711		02/25/2026		SG7916M PSG SILENTGUARD BRK PADS		\$43.16		
	853618		02/24/2026		74486 NOE SUNVISOR ()		\$147.62		
	853732		02/25/2026		97686 LIT MOUNT		\$149.24		
	853780		02/26/2026		RR207 ECH DISTRIBUTOR CAP ()		\$68.71		
	853784		02/26/2026		200942 FIL AIR FILTER ()		\$41.47		
	853807		02/26/2026		EQ-104 NON EQUALIZER ()		\$107.73		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$1,287.81		
152793	03/05/2026	Open			Accounts Payable	NV5 INC.	\$317,923.90		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	502206		02/25/2026		23-033 CM for Roads Task Order 2 January 2026		\$579.34		
	502209		02/25/2026		23-067 CM for Roads Task Order 4 BP 2 January 2026		\$24,495.66		
	502210		02/25/2026		22-001 Construction Close-Out Services Roads January 2026		\$937.78		
	502211		02/25/2026		23-067 CM for Roads Task Order 5 BP 3 January 2026		\$160,178.45		
	502213		02/25/2026		23-069 CM for Roads Task Order 6 January 2026		\$125,563.40		
	502215		02/25/2026		23-052 CM for Roads Task Order 7 January 2026		\$4,545.78		
	502219		02/25/2026		23-068 CM Roads Task Order 8 BP2 January 2026		\$1,623.49		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	115 - Measure A - Roads				115.11000 (Cash)		\$317,923.90		
152794	03/05/2026	Open			Accounts Payable	OREILLY AUTO PARTS	\$279.94		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2800-229307		02/19/2026		MON 911330 REFLEX TRUCK		\$74.84		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
	2800-229320		02/19/2026		LIT FHM20200ZPA FUSE HOLDER		\$9.77			
	2800-230351		02/24/2026		MOT DY1250 OT SPED SNSR		\$120.02			
	2800-230843		02/25/2026		STD HS564 SELECTOR SW		\$75.31			
	Paying Fund						Cash Account	Amount		
	505 - Fleet						505.11000 (Cash)	\$279.94		
152795	03/05/2026	Open			Accounts Payable	OVIVO USA LLC		\$14,485.78		
	Invoice		Date	Description		Amount				
	3164		09/17/2025	FLOTATOR #1 PARTS		\$14,485.78				
	Paying Fund						Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)						410.11000 (Cash)	\$14,485.78		
152796	03/05/2026	Open			Accounts Payable	P G & E		\$157.73		
	Invoice		Date	Description		Amount				
	REC 2/25/26		02/25/2026	2749172768-4 / 144 S Broadway		\$157.73				
	Paying Fund						Cash Account	Amount		
	110 - General Fund						110.11000 (Cash)	\$157.73		
152797	03/05/2026	Open			Accounts Payable	PAUL'S GLASS CO		\$751.83		
	Invoice		Date	Description		Amount				
	39238		01/27/2026	ST#33 - BROKEN WINDOW REPLACE		\$751.83				
	Paying Fund						Cash Account	Amount		
	110 - General Fund						110.11000 (Cash)	\$751.83		
152798	03/05/2026	Open			Accounts Payable	Point One Electrical Systems, Inc.		\$709.76		
	Invoice		Date	Description		Amount				
	32799		02/19/2026	SRWA - On Site Diagnostics to troubleshoot and restore system		\$709.76				
	Paying Fund						Cash Account	Amount		
	950 - SRWA - JPA						950.11000 (Cash)	\$709.76		
152799	03/05/2026	Open			Accounts Payable	PRICE FORD OF TURLOCK INC		\$38.25		
	Invoice		Date	Description		Amount				
	51236		02/20/2026	1 BB5Z 17A605 A HOSE - WINDSHI		\$38.25				
	Paying Fund						Cash Account	Amount		
	505 - Fleet						505.11000 (Cash)	\$38.25		
152800	03/05/2026	Open			Accounts Payable	Protege Music LLC DBA The Creation Lab		\$4,800.00		
	Invoice		Date	Description		Amount				
	2085		01/30/2026	Media Support Christmas Parade 2025		\$4,800.00				
	Paying Fund						Cash Account	Amount		
	110 - General Fund						110.11000 (Cash)	\$4,800.00		
152801	03/05/2026	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC		\$79,762.92		
	Invoice		Date	Description		Amount				
	127741		02/17/2026	25-025 Design Task Order 4 Roads CIP January 2026		\$16,859.13				
	127740		02/17/2026	25-024 Design Task Order 3 for Roads CIP January 2026		\$49,332.84				
	127739		02/17/2026	23-068 Design Task Order 2 Roads CIP January 2026		\$4,498.20				
	127531		02/10/2026	25-040 Design TO#5- 2025 Crack and Slurry January 2026		\$9,072.75				
	Paying Fund						Cash Account	Amount		
	115 - Measure A - Roads						115.11000 (Cash)	\$70,690.17		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$9,072.75		
	218 - Measure L				218.11000 (Cash)				
152802	03/05/2026	Open			Accounts Payable	Rear View Safety LLC	\$130.83		
	Invoice		Date	Description			Amount		
	159594		02/23/2026	MN-R124W 4.3" Rear View Mirror Replacement Monitor, FHD, 4P			\$130.83		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$130.83		
152803	03/05/2026	Open			Accounts Payable	REED INC, GEORGE	\$109.79		
	Invoice		Date	Description			Amount		
	100390875		02/20/2026	ASPHALT			\$109.79		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$109.79		
152804	03/05/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$209.73		
	Invoice		Date	Description			Amount		
	3045138197		02/23/2026	6C3Z25219A65AAB:FRD LATCH			\$209.73		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$209.73		
152805	03/05/2026	Open			Accounts Payable	Safety Center, Inc.	\$4,623.75		
	Invoice		Date	Description			Amount		
	10914839488		01/05/2026	CONSULTATION SERVICES - Jan 2026			\$877.50		
	11297763642		02/17/2026	CONSULTATION SERVICES - 1/31/2026			\$3,746.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$924.76		
	205 - Sports Facilities			205.11000 (Cash)			\$462.38		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$462.38		
	246 - Landscape Assessment			246.11000 (Cash)			\$462.38		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,155.95		
	420 - WATER			420.11000 (Cash)			\$693.57		
	505 - Fleet			505.11000 (Cash)			\$462.33		
152806	03/05/2026	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	\$4,656.76		
	Invoice		Date	Description			Amount		
	99342822		02/19/2026	oil invoice			\$3,786.18		
	99342771		02/24/2026	ANTIFREEZE- OAT YELLOW EXT LIFE - GAL			\$870.58		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$4,656.76		
152807	03/05/2026	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$314.00		
	Invoice		Date	Description			Amount		
	N72977		01/01/2026	26/27 ANNUAL PERMITS TO OPERATE			\$314.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$314.00		
152808	03/05/2026	Open			Accounts Payable	SEEGERS PRINTING INC	\$308.50		
	Invoice		Date	Description			Amount		
	0147359-IN		02/17/2026	#10 Window Envelopes Engineering			\$308.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$308.50		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152809	03/05/2026	Open			Accounts Payable	SHARPENING SHOP	\$2,932.85		
	Invoice		Date	Description		Amount			
	4586609		02/23/2026	COMM 21 X-SERIES SELF PROPELLED BLADE AND BACKPACK BLOWER		\$2,932.85			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$2,932.85			
152810	03/05/2026	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$27,676.72		
	Invoice		Date	Description		Amount			
	51180		02/13/2026	25-026 Design Roads Task 3 CIP December 2025		\$24,051.76			
	51207		01/15/2026	23-069 Design Services Task Order 2 CIP December 2025		\$3,624.96			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$27,676.72			
152811	03/05/2026	Open			Accounts Payable	SOUTHERN TIRE MART	\$1,218.01		
	Invoice		Date	Description		Amount			
	7320021884		02/25/2026	ST12-4385A 340/80R18 MS918R L4 143A8 TL		\$1,218.01			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,218.01			
152812	03/05/2026	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,769.00		
	Invoice		Date	Description		Amount			
	021271		02/05/2026	JANUARY FINGERPRINTING 2026		\$1,769.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,573.00			
	205 - Sports Facilities			205.11000 (Cash)		\$49.00			
	420 - WATER			420.11000 (Cash)		\$98.00			
	450 - SRWA - Operations			450.11000 (Cash)		\$49.00			
152813	03/05/2026	Open			Accounts Payable	STERICYCLE INC	\$115.76		
	Invoice		Date	Description		Amount			
	8013264886		01/25/2026	ST#1 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8013264885		01/25/2026	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8013264883		01/25/2026	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8013264884		01/25/2026	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$115.76			
152814	03/05/2026	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$666.00		
	Invoice		Date	Description		Amount			
	98749		02/13/2026	Water Treatment Plt. Op. Supervisor Ad 2/13/26- 2/27/26		\$378.00			
	98748		02/13/2026	City Manager Ad 2/13/26-2/20/26		\$288.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$288.00			
	450 - SRWA - Operations			450.11000 (Cash)		\$378.00			
152815	03/05/2026	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$308.34		
	Invoice		Date	Description		Amount			
	1166636		11/20/2025	STATION #33 - BAD BREAKER		\$308.34			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$308.34			

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152816	03/05/2026	Open			Accounts Payable	TURLOCK CITY TOW INC	\$46.17		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	122352		02/15/2026	FLAT TIRE - UNIT 1473			\$46.17		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$46.17		
152817	03/05/2026	Open			Accounts Payable	TURLOCK JOURNAL	\$3,100.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	412114		01/31/2026	PT Wastewater Treatment Plt. At Ad 1/31/26			\$110.00		
	412113		01/31/2026	Accountant II 1/24/26-1/31/26			\$220.00		
	412112		01/31/2026	Laboratory Analyst I/II Ad 1/10/26-1/17/26			\$220.00		
	412008		01/31/2026	PT Wastewater Treatment Plt. At Ad 1/27/26			\$250.00		
	412007		01/31/2026	Accountant II Ad 1/15/2026			\$250.00		
	412006		01/31/2026	Laboratory Analyst I/II Ad 1/9/26			\$250.00		
	412644		02/11/2026	Turlock Journal - Legal Ad 5430			\$100.00		
	412681		02/12/2026	Turlock Journal - Legal Ad 5432			\$150.00		
	412654		02/11/2026	Turlock Journal - Legal Ad 5431			\$400.00		
	413243		02/22/2026	Legal Ad TJ#2-14 Unclaimed Funds			\$1,150.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$1,870.00		
	232 - CFD #3 - Maintenance Services			232.11000 (Cash)			\$400.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$595.00		
	420 - WATER			420.11000 (Cash)			\$235.00		
152818	03/05/2026	Open			Accounts Payable	TURLOCK SMOG LLC	\$28.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	#13991		02/26/2026	POL18-1329 SMOG			\$28.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$28.00		
152819	03/05/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$16,065.56		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	53682429		02/17/2026	SODIUM HYPOCHLORITE			\$16,065.56		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$16,065.56		
152820	03/05/2026	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,235.25		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0128444260301		03/01/2026	Acct #128444 - Public Safety internet service			\$917.93		
	0131803260301		03/01/2026	Acct #131803 - Transit Center telephone			\$317.32		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$917.93		
	426 - Transit			426.11000 (Cash)			\$317.32		
152821	03/05/2026	Open			Accounts Payable	VEOLIA WTS SERVICES USA INC	\$226.94		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	903524028		01/31/2026	ST 33 - RENTAL MIX			\$113.47		
	903524029		01/31/2026	ST#31 - RENTAL MIX			\$113.47		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$226.94		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152822	03/05/2026	Open			Accounts Payable	VERIZON WIRELESS	\$1,143.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6135165185		02/03/2026		972530635-00030 WQC Jan 4 - Feb 3 2026		\$494.13		
	6135165186		02/03/2026		972530635-00032 Electrical WQC Jan 4 - Feb 3 2026		\$63.99		
	6135165189		02/03/2026		972530635-00037 Master Radio WQC Jan 4 - Feb 3 2026		\$42.79		
	6135165178		02/03/2026		Human Relations Verizon 1/4/25-2/3/26		\$41.40		
	6135165190		02/03/2026		972530635-00038 SRWA Monthly Service & Equipment 2.03.26		\$500.88		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$41.40		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$558.12		
	420 - WATER				420.11000 (Cash)		\$42.79		
	450 - SRWA - Operations				450.11000 (Cash)		\$500.88		
152823	03/05/2026	Open			Accounts Payable	VWR INTERNATIONAL INC	\$41.52		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8820985305		02/13/2026		MEDIUM R2A AGAR DEHY CULT - LAB		\$41.52		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$41.52		
152824	03/05/2026	Open			Accounts Payable	WESTWOOD PROFESSIONAL SERVICES, INC.	\$6,736.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1260200908		01/31/2026		SR03, 21-043 Northeast Neighborhood Park-J Lazar Park-1/31/26		\$6,263.75		
	126200907		01/31/2026		SR04, 25-056 Columbia Pool Exhaust Fan-1/31/26		\$472.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	228 - Park Development Tax				228.11000 (Cash)		\$6,263.75		
	301 - Capital Improvements				301.11000 (Cash)		\$472.50		
152825	03/05/2026	Open			Accounts Payable	Bublak, Amy	\$773.83		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR5236 Per Diem		02/05/2026		US Mayors Conference - 94th Winter 1/26 - 1/30/26, Washington DC		\$773.83		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$773.83		
152826	03/05/2026	Open			Accounts Payable	CUSHING, PARKER	\$15.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19427828		02/27/2026		SUMMER BREAK CAMP 2019 FAMILY CREDIT CHECK REFUND		\$15.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$15.00		
152827	03/05/2026	Open			Accounts Payable	DANIEL, KENNETH	\$400.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2026-00109344		02/19/2026		A/C REFUND		\$400.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$400.00		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152828	03/05/2026	Open			Accounts Payable	DUSEL, JOSEPH	\$192.00		
	Invoice		Date	Description			Amount		
			02/27/2026	EZ STAK-MOBILE WORKPLACE SYSTEMS, 3/9/26-3/11/26, SYRACUSE, NY			\$192.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$192.00		
152829	03/05/2026	Open			Accounts Payable	EMERSON, SARA	\$127.00		
	Invoice		Date	Description			Amount		
			02/26/2026	SUMMER BREAK CAMP 2025 FAMILY CREDIT CHECK REFUND			\$127.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$127.00		
152830	03/05/2026	Open			Accounts Payable	FORTADO, AMANDA	\$182.00		
	Invoice		Date	Description			Amount		
			02/10/2026	2026 CAL CHIEFS ANNUAL SYMPOSIUM, 3/14/26 - 3/18/26, SAN DIEGO			\$182.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$182.00		
152831	03/05/2026	Open			Accounts Payable	FORTADO, RICHARD	\$158.00		
	Invoice		Date	Description			Amount		
			02/26/2026	LEADERSHIP DEVELOPMENT - SESSION 2			\$158.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$158.00		
152832	03/05/2026	Open			Accounts Payable	HEDDEN, JASON	\$236.00		
	Invoice		Date	Description			Amount		
			02/09/2026	2026 CAL CHIEFS ANNUAL SYMPOSIUM, 3/14/26 - 3/18/26, SAN DIEGO			\$236.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$236.00		
152833	03/05/2026	Open			Accounts Payable	HERNANDEZ, VANESSA	\$40.00		
	Invoice		Date	Description			Amount		
			02/26/2026	PLAY 23/24 FAMILY CREDIT CHECK REFUND			\$40.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$40.00		
152834	03/05/2026	Open			Accounts Payable	HINOJOSA, VIRGINIA	\$504.00		
	Invoice		Date	Description			Amount		
			02/25/2026	FALL FUN DAYS 2025 FAMILY CREDIT			\$504.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$504.00		
152835	03/05/2026	Open			Accounts Payable	INDERBITZEN, PAUL	\$150.00		
	Invoice		Date	Description			Amount		
			03/02/2026	SHERMAN BLOCK LEADERSHIP SESSION 1, 3/11/26-3/14/26, MILPITAS			\$150.00		
	Paying Fund		Cash Account				Amount		
		110 - General Fund	110.11000 (Cash)				\$150.00		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152836	03/05/2026	Open			Accounts Payable	JL BRAY & SON	\$3,361.24		
	Invoice		Date	Description			Amount		
	METER #23930276		02/20/2026	REFUND FOR HYDRANT METER #23930276			\$3,361.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,495.00		
	420 - WATER			420.11000 (Cash)			(\$133.76)		
152837	03/05/2026	Open			Accounts Payable	JONES, TIFFANY	\$27.00		
	Invoice		Date	Description			Amount		
	19404278		02/23/2026	PLAY 18/19 FAMILY CREDIT CHECK REFUND			\$27.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$27.00		
152838	03/05/2026	Open			Accounts Payable	MANNARD, LOREN	\$5.00		
	Invoice		Date	Description			Amount		
	19423127		02/26/2026	SUMMER BREAK CAMP 2018 FAMILY CREDIT CHECK REFUND			\$5.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5.00		
152839	03/05/2026	Open			Accounts Payable	Montez, Alex	\$90.00		
	Invoice		Date	Description			Amount		
	OP 38409 T3		02/26/2026	SRWA - Drinking Water Cert Renewal T3 Op#38409			\$90.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$90.00		
152840	03/05/2026	Open			Accounts Payable	OBRYAN, WHITNEE	\$340.68		
	Invoice		Date	Description			Amount		
	19410354		02/25/2026	PLAY 24/25 FAMILY CREDIT CHECK REFUND			\$340.68		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$340.68		
152841	03/05/2026	Open			Accounts Payable	PERRY, NADEAN	\$76.00		
	Invoice		Date	Description			Amount		
	19404284		02/23/2026	PLAY 18/19 FAMILY CREDIT CHECK REFUND			\$76.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$76.00		
152842	03/05/2026	Open			Accounts Payable	PIMENTEL, ELIANA	\$354.20		
	Invoice		Date	Description			Amount		
	19409992		02/25/2026	PLAY 18/19 FAMILY CREDIT CHECK REFUND			\$354.20		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$354.20		
152843	03/05/2026	Open			Accounts Payable	RODRIGUES, STEVE	\$236.00		
	Invoice		Date	Description			Amount		
	TR 5250 PER DIEM		02/09/2026	2026 CAL CHIEFS ANNUAL SYMPOSIUM, 3/14/26 - 3/18/26, SAN DIEGO			\$236.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$236.00		
152844	03/05/2026	Open			Accounts Payable	SELLARS, DESIREE	\$20.00		
	Invoice		Date	Description			Amount		
	19422662		02/26/2026	SUMMER BREAK CAMP 2019 FAMILY CREDIT CHECK REFUND			\$20.00		

# Payment Register

From Payment Date: 2/27/2026 - To Payment Date: 3/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Paying Fund							Amount		
110 - General Fund							\$20.00		
152845	03/05/2026	Open			Accounts Payable	STEPHENS, RYAN	\$5.00		
Invoice							Amount		
19423137							\$5.00		
Date									
02/26/2026									
Description									
SUMMER BREAK CAMP 2019 FAMILY CREDIT									
CHECK REFUND									
Paying Fund							Amount		
110 - General Fund							\$5.00		
152846	03/05/2026	Open			Accounts Payable	THOMAS, ALYSSA	\$10.00		
Invoice							Amount		
19419857							\$10.00		
Date									
02/26/2026									
Description									
PARK RENTAL FAMILY CREDIT REFUND - CRANE									
PARK									
Paying Fund							Amount		
110 - General Fund							\$10.00		
152847	03/05/2026	Open			Accounts Payable	WEAVER, MICHAEL	\$214.00		
Invoice							Amount		
19413951							\$214.00		
Date									
02/25/2026									
Description									
SUMMER CAMP 2025 FAMILY CREDIT REFUND									
Paying Fund							Amount		
110 - General Fund							\$214.00		
Cash Account							Amount		
110.11000 (Cash)							\$214.00		

Type Check Totals:  
AP - Accounts Payable Totals

120 Transactions

\$1,400,386.49

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,400,386.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>120</b>	<b>\$1,400,386.49</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,400,386.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>120</b>	<b>\$1,400,386.49</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,400,386.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>120</b>	<b>\$1,400,386.49</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,400,386.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>120</b>	<b>\$1,400,386.49</b>	<b>\$0.00</b>



***INVESTMENT AND CASH REPORT  
FOR FEBRUARY 28, 2026***

**CURRENT INVESTMENT AND CASH BALANCE**

The City's cash and investments as of FEBRUARY 28, 2026 totaled the following:

Invested Cash	\$ 325,797,331.29
Demand Deposits (excludes outstanding items)	\$ 3,446,576.14
Total Cash and Investments	<u>\$ 329,243,907.43</u>

See the attached *Schedule of Investments* for detail regarding individual investments.

In compliance with the California Government Code, The City of Turlock has adequate resources to meet its expenditure requirements for the next six months.

**COMPLIANCE WITH INVESTMENT POLICY**

As of FEBRUARY 28, 2026, the investment portfolio was in compliance with all elements of the City's Investment Policy.

***Prepared by: Jamie Gomes, Accountant III***

Jamie Gomes  
Signature

03/18/2026  
Date Signed

***Reviewed and approved as to accuracy by: Michael Abram, City Treasurer***

Michael Abram  
Signature

03/18/2026  
Date Signed

Updated: March 18, 2026

**CITY OF TURLOCK**

Schedule of Investments - As of February 28, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	\$ 10,258,070.75	\$ 10,258,070.75	n/a	3.871%	n/a	n/a	\$ 10,258,070.75	Quarterly
<b>Total LAIF</b>	<b>10,258,070.75</b>	<b>10,258,070.75</b>					<b>10,258,070.75</b>	
California Asset Management Program (CAMP)	43,817,173.47	43,817,173.47	n/a	3.830%	n/a	n/a	\$ 43,817,173.47	Monthly
<b>Total CAMP</b>	<b>43,817,173.47</b>	<b>43,817,173.47</b>					<b>43,817,173.47</b>	
<b>DEMAND DEPOSITS:</b>								
West America Bank Daily Receipts (unreconciled)	3,225,083.78	3,225,083.78	n/a	n/a	n/a	n/a	3,225,083.78	monthly
Petty Cash	7,880.00	7,880.00	n/a	n/a	n/a	n/a	7,880.00	n/a
Charles Schwab	213,612.36	213,612.36	n/a	3.361%	n/a	n/a	213,612.36	n/a
<b>Total Demand Deposits</b>	<b>3,446,576.14</b>	<b>3,446,576.14</b>					<b>3,446,576.14</b>	
<b>CERTIFICATES OF DEPOSIT:</b>								
Valley Natl Bk Wayne	245,000.00	245,000.00	n/a	4.600%	4/2/24	4/2/27	247,344.16	Monthly
Owen County St Bk Spencer Ind	248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	253,797.74	Monthly
JPMorgan Chase Bank	249,000.00	250,000.00	4.400%	4.488%	3/3/25	1/16/30	250,127.50	Jan & July
<b>Total Certificates of Deposit</b>	<b>742,000.00</b>	<b>743,000.00</b>					<b>751,269.40</b>	
<b>MONEY MARKET AND MUTUAL FUNDS</b>								
WestAmerica Bank-MM	21,001,190.00	21,001,190.00	n/a	3.510%	10/23/23	open	21,001,190.00	monthly
	<b>21,001,190.00</b>	<b>21,001,190.00</b>					<b>21,001,190.00</b>	
<b>U.S. TREASURIES:</b>								
US Treasury Note	MATURED	MATURED	4.000%	4.024%	8/29/25	2/15/26	MATURED	Feb & Aug
US Treasury Note	1,977,734.38	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,995,078.00	March & Sept
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	1,985,390.60	May & Nov
US Treasury Note	978,398.44	1,000,000.00	4.125%	5.001%	10/19/23	6/15/26	3,003,984.30	Jun & Dec
US Treasury Note	1,997,656.25	2,000,000.00	4.125%	4.176%	2/6/24	6/15/26		Jun & Dec
US Treasury Note	970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	990,781.20	Jun & Dec
US Treasury Note	1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,006,250.00	Jan & July
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,975,078.00	Jan & July
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,976,796.80	March & Sept
US Treasury Note	2,018,664.38	2,000,000.00	4.625%	4.021%	3/3/25	10/15/26	2,011,953.00	Apr & Oct
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,966,953.00	Apr & Oct
US Treasury Note	897,343.75	1,000,000.00	1.500%	4.924%	10/19/23	1/31/27	981,601.50	Jan & July
US Treasury Note	1,858,750.00	2,000,000.00	2.500%	4.717%	10/3/23	3/31/27	1,978,750.00	March & Sept
US Treasury Note	1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,978,906.20	May & Nov
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,994,453.00	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	990,351.50	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,077,812.40	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,021,093.60	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,022,343.60	Apr & Oct
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	1,001,953.10	Jan & July
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	2,023,046.80	Feb & Aug
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,914,765.60	March & Sept
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	2,004,296.80	Apr & Oct
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	2,010,000.00	May & Nov
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,908,203.00	May & Nov

**CITY OF TURLOCK**

Schedule of Investments - As of February 28, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,780,937.20	Jan & July
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28		Jan & July
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,892,656.20	Feb & Aug
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,046,718.60	Feb & Aug
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,060,703.00	March & Sept
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,074,687.40	Apr & Oct
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,986,250.00	May & Nov
US Treasury Note	501,386.72	500,000.00	4.375%	4.294%	2/5/25	11/30/28	512,734.35	May & Nov
US Treasury Note	3,996,250.00	4,000,000.00	3.500%	3.534%	2/12/26	12/15/28	4,011,874.80	Jun & Dec
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,892,109.20	Jun & Dec
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	2,033,281.20	Jan & July
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,913,124.80	Feb & Aug
US Treasury Note	1,863,984.38	2,000,000.00	2.625%	4.250%	6/20/24	2/15/29		Feb & Aug
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,940,156.20	March & Sept
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,042,031.20	March & Sept
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,051,875.00	Jun & Dec
US Treasury Note	1,973,281.26	2,000,000.00	4.000%	4.332%	2/10/25	7/31/29	2,036,875.00	Jan & July
US Treasury Note	1,900,011.30	2,000,000.00	3.125%	4.348%	2/10/25	8/31/29	1,979,843.60	Feb & Aug
US Treasury Note	3,947,343.75	4,000,000.00	3.625%	3.968%	6/23/25	8/31/29	4,025,000.00	Feb & Aug
US Treasury Note	1,956,560.00	2,000,000.00	3.875%	4.400%	2/19/25	9/30/29	2,028,750.00	March & Sept
US Treasury Note	6,029,296.86	6,000,000.00	4.125%	4.003%	5/30/25	10/31/29	6,140,155.80	Apr & Oct
US Treasury Note	1,970,500.00	2,000,000.00	4.000%	4.348%	2/10/25	10/31/29	2,037,812.40	Apr & Oct
US Treasury Note	1,958,940.00	2,000,000.00	3.875%	4.352%	2/10/25	11/30/29	2,029,375.00	May & Nov
US Treasury Note	1,947,109.38	2,000,000.00	3.875%	4.473%	1/8/25	12/31/29	4,059,687.20	Jun & Dec
US Treasury Note	1,934,760.00	2,000,000.00	3.875%	4.618%	1/14/25	12/31/29		Jun & Dec
US Treasury Note	1,963,111.78	2,000,000.00	3.500%	3.929%	5/5/25	1/31/30	6,008,905.80	Jan & July
US Treasury Note	3,897,880.00	4,000,000.00	3.500%	4.109%	6/9/25	1/31/30		Jan & July
US Treasury Note	2,002,578.12	2,000,000.00	4.000%	3.968%	7/18/25	2/28/30	2,039,531.20	Feb & Aug
US Treasury Note	1,974,920.00	2,000,000.00	3.625%	3.908%	5/7/25	3/31/30	2,011,718.60	March & Sept
US Treasury Note	5,856,562.50	6,000,000.00	3.500%	4.040%	5/30/25	4/30/30	6,005,155.80	Apr & Oct
US Treasury Note	1,964,977.56	2,000,000.00	3.750%	4.139%	5/22/25	5/31/30	2,020,625.00	May & Nov
US Treasury Note	1,991,718.76	2,000,000.00	3.750%	3.842%	6/30/25	6/30/30	2,020,781.20	
US Treasury Note	1,985,460.00	2,000,000.00	3.500%	3.662%	12/31/25	11/30/30	1,999,218.60	May & Nov
<b>Total U.S. Treasuries</b>	<b>117,482,835.83</b>	<b>121,500,000.00</b>					<b>121,502,416.35</b>	

**U.S. AGENCY SECURITIES:**

FFCB (Federal Farm Credit Bank)	MATURED	MATURED	1.560%	1.560%	2/3/22	2/3/26	MATURED	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,988,990.00	2,000,000.00	4.875%	5.112%	10/19/23	4/20/26	2,003,048.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,987,672.00	2,000,000.00	4.375%	4.700%	6/20/24	6/23/26	2,004,378.00	June & Dec
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	986,359.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,004,300.00	1,000,000.00	4.875%	4.664%	7/3/24	8/28/26	1,006,355.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,344,629.43	2,358,000.00	4.750%	4.960%	10/3/23	9/1/26	2,371,280.26	March & Sept
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,992,596.00	Apr & Oct
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	992,910.00	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	981,965.00	June & Dec
TVA (Tennessee Valley Authority)	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,989,400.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,020,454.00	March & Sept
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,985,920.00	Apr & Oct

**CITY OF TURLOCK**

Schedule of Investments - As of February 28, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,023,702.00	May & Nov
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	2,015,550.00	June & Dec
FHLB (Federal Home Loan Bank)	5,000,000.00	5,000,000.00	3.600%	3.600%	2/12/26	8/12/27	4,991,340.00	
FFCB (Federal Farm Credit Bank)	1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,039,538.00	May & Nov
FHLB (Federal Home Loan Bank)	1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,968,662.00	June & Dec
FHLB (Federal Home Loan Bank)	1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,028,320.00	June & Dec
FHLB (Federal Home Loan Bank)	1,878,638.00	2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,986,244.00	June & Dec
FHLB (Federal Home Loan Bank)	1,916,302.00	2,000,000.00	3.250%	4.420%	7/3/24	6/9/28		June & Dec
FHLB (Federal Home Loan Bank)	3,000,000.00	3,000,000.00	4.000%	4.000%	8/14/25	8/14/28	3,003,690.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	3,000,000.00	3,000,000.00	4.070%	4.069%	8/29/25	8/21/28	3,002,013.00	Feb & Aug
FNMA (Fannie Mae)	3,750,000.00	3,750,000.00	4.000%	4.000%	9/26/25	9/25/28	3,750,210.00	March & Sept
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,062,734.00	May & Nov
FFCB (Federal Farm Credit Bank)	CALLED	CALLED	4.690%	4.682%	3/3/25	2/13/29	CALLED	Feb & Aug
FFCB (Federal Farm Credit Bank)	CALLED	CALLED	4.690%	4.682%	3/3/25	2/13/29	CALLED	Feb & Aug
FFCB (Federal Farm Credit Bank)	CALLED	CALLED	4.690%	4.682%	3/3/25	2/13/29	CALLED	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,078,590.00	Apr & Oct
FNMA (Fannie Mae)	2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,342,132.00	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29		May & Nov
FHLB (Federal Home Loan Bank)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,073,400.00	June & Dec
FHLB (Federal Home Loan Bank)	CALLED	CALLED	4.900%	4.865%	5/30/25	2/11/30	CALLED	Feb & Aug
FHLB (Federal Home Loan Bank)	501,425.00	500,000.00	4.950%	4.885%	3/3/25	2/26/30	500,069.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,398,250.00	1,398,000.00	4.470%	4.465%	7/18/25	3/5/30	1,407,513.39	March & Sept
FHLMC (Freddie Mac)	2,001,584.00	2,000,000.00	4.500%	4.480%	7/21/25	5/23/30	2,010,100.00	May & Nov
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.320%	4.288%	7/21/25	7/1/30	2,013,002.00	Jan & July
FHLMC (Freddie Mac)	5,000,000.00	5,000,000.00	4.050%	4.050%	2/13/26	8/13/30	4,994,110.00	
FNMA (Fannie Mae)	2,000,000.00	2,000,000.00	3.800%	3.800%	2/26/26	8/26/30	1,992,504.00	
FHLB (Federal Home Loan Bank)	2,750,000.00	2,750,000.00	4.000%	4.000%	9/26/25	9/11/30	2,744,076.50	March & Sept
FFCB (Federal Farm Credit Bank)	1,998,750.00	2,000,000.00	4.120%	4.134%	10/22/25	10/21/30	1,996,924.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	2,000,050.00	2,000,000.00	3.870%	3.869%	11/26/25	11/18/30	1,994,506.00	May & Nov
FHLMC (Freddie Mac)	999,600.00	1,000,000.00	4.070%	4.078%	1/30/26	12/17/30	998,270.00	Jan & July
FNMA (Fannie Mae)	999,500.00	1,000,000.00	4.000%	4.011%	1/30/26	1/21/31	1,000,974.00	Jan & July
FNMA (Fannie Mae)	999,900.00	1,000,000.00	4.000%	4.002%	1/30/26	1/28/31	1,005,403.00	Jan & July
<b>Total U.S. Agencies</b>	<b>80,496,277.43</b>	<b>80,756,000.00</b>					<b>81,358,242.15</b>	

**CORPORATE NOTES/BONDS**

Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,992,754.00	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,984,598.00	May & Nov
Stanford University	483,500.00	500,000.00	3.089%	3.975%	4/7/25	5/1/29	490,995.50	May & Nov
Walmart Inc	480,800.00	500,000.00	3.250%	4.225%	3/3/25	7/8/29	494,317.00	Jan & July
Apple Inc	457,305.00	500,000.00	2.200%	4.298%	3/3/25	9/11/29	952,642.00	March & Sept
Apple Inc	462,565.00	500,000.00	2.200%	4.064%	4/7/25	9/11/29		March & Sept
State Street Bank	508,360.00	500,000.00	4.782%	4.354%	7/18/25	11/23/29	516,195.50	May & Nov
Johnson & Johnson	203,038.00	200,000.00	4.700%	4.358%	3/3/25	3/1/30	1,553,239.50	March & Sept
Johnson & Johnson	507,245.00	500,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept
Johnson & Johnson	304,375.00	300,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept
Johnson & Johnson	512,700.00	500,000.00	4.700%	4.121%	4/7/25	3/1/30		March & Sept
Berkshire Hathaway	445,150.00	500,000.00	1.850%	4.333%	3/28/25	3/12/30	927,914.00	March & Sept
Berkshire Hathaway	450,355.00	500,000.00	1.850%	4.094%	4/7/25	3/12/30		March & Sept

**CITY OF TURLOCK**

Schedule of Investments - As of February 28, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
President & Fellows	2,044,490.00	2,000,000.00	4.887%	4.374%	5/7/25	3/15/30	2,080,808.00	March & Sept
Visa Inc.	450,190.00	500,000.00	2.050%	4.368%	6/23/25	4/15/30	933,726.00	Apr & Oct
Visa Inc.	452,260.00	500,000.00	2.050%	4.297%	7/18/25	4/15/30		Apr & Oct
Yale University	1,738,810.00	2,000,000.00	1.482%	4.422%	4/15/25	4/15/30	1,824,522.00	
Walmart Inc	500,840.00	500,000.00	4.350%	4.311%	5/30/25	4/28/30	510,642.00	Apr & Oct
BlackRock, Inc.	457,665.00	500,000.00	2.400%	4.355%	6/24/25	4/30/30	941,561.00	Apr & Oct
BlackRock, Inc.	459,625.00	500,000.00	2.400%	4.266%	6/30/25	4/30/30		Apr & Oct
Chevron	452,255.00	500,000.00	2.236%	4.432%	6/23/25	5/11/30	937,380.00	May & Nov
Chevron	453,650.00	500,000.00	2.236%	4.393%	7/18/25	5/11/30		May & Nov
Alphabet Inc	494,545.00	500,000.00	4.000%	4.245%	5/30/25	5/15/30	503,376.00	May & Nov
Alphabet Inc	2,009,580.00	2,000,000.00	4.100%	3.992%	2/23/26	2/15/31	2,011,240.00	Feb & Aug
<b>Total Corporate Notes/Bonds</b>	<b>18,165,375.00</b>	<b>19,000,000.00</b>					<b>18,655,910.50</b>	
<b>HELD WITH TRUSTEE</b>								
Money Market - US Bank - Roads Bond	23,775,966.42	23,775,966.42	n/a	3.150%	1/31/25	open	23,775,966.42	monthly
US Treasury Note - US Bank - Roads Bond	10,058,442.39	10,000,000.00	4.500%	4.490%	7/30/25	7/15/26	10,030,900.00	Jan & July
Total Held with Trustee	<b>33,834,408.81</b>	<b>33,775,966.42</b>					<b>33,806,866.42</b>	
<b>TOTAL INVESTMENTS</b>	<b>\$ 325,797,331.29</b>	<b>\$ 330,851,400.64</b>					<b>\$ 331,151,139.04</b>	
<b>TOTAL INVESTMENTS AND DEMAND DEPOSITS</b>	<b>329,243,907.43</b>	<b>334,297,976.78</b>					<b>334,597,715.18</b>	

*Note: Market values are as stated by Charles Schwab Investment statements.*

**City Council Staff Report**  
**March 24, 2026**



---

From:

Prepared by:

Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

**2. NARRATIVE:**

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

**4. ENVIRONMENTAL DETERMINATION:**

**5. ALTERNATIVES:**

**6. ATTACHMENTS:**

1. Draft Minutes - City Council Agenda 3.10.2026

# City Council Meeting Minutes



March 10, 2026

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

**1. CALL TO ORDER**

Mayor Bublak called the meeting to order at 6:01 PM.

**2. SALUTE TO THE FLAG**

**3. ROLL CALL AND DECLARATION OF CONFLICTS**

Present: Councilmembers Cassandra Abram, Kevin Bixel, Erika Phillips, Vice Mayor Rebecka Monez and Mayor Amy Bublak

Absent: None

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
None	None	None	None	None

**4. APPROVAL OF AGENDA AS POSTED OR AMENDED**

Motion: Approval of Agenda as Posted, motioned by Vice Mayor Monez, seconded by Councilmember Abram and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
None	None	None	None	None

**5. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS**

A. Presentation: Turlock Partnership Incentive Program Check Presentation: Turlock Music Academy

Economic Development Director Anthony Sims introduced the awardee, Turlock Music Academy.

B. Proclamation: Go Green Week 2026 (Regulatory Affairs)

Monica Hernandez delivered a presentation regarding the Go Green week initiative. Juan Tejeda introduced Jessie Marchant from Turlock Scavenger. Municipal Services Director Chris Fisher read the proclamation for Go Green Week.

C. Presentation: Regional Transportation Plan Update from StanCOG

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
Tuesday, March 10, 2026**

Chris Gregerson from StanCOG gave a presentation on the 2026 regional transportation plan.

**6. PUBLIC PARTICIPATION**

Mayor Bublak opened public comment and the following members of the public spoke:

- Jason Freitas
- Milt Trieweiler
- Leslie Stokes
- Kelley Coelho
- Michael Owens
- Shawn Sheridan
- Cathy Doo
- Mary Jackson
- Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

**7. CITY MANAGER REPORTS/UPDATES**

**A. Monthly Department Reports**

Interim City Manager Gary Hampton provided an update on upcoming agenda items, noted revisions to staff reports, and briefed the group on the recently released press statement regarding Measures A and L.

**8. CONSENT CALENDAR**

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

**Action: Motion:** by Vice Mayor Monez, seconded by Councilmember Abram, to adopt the Consent Calendar and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

**A. Accepting the Weekly Demands of February 6, 2026 Through February 26, 2026 in the Amount of \$7,826,300.46 and Receiving the Finance Director's Attestation of the Check Registers (Finance)**

**Action: Approved Motion:** Accepting the Weekly Demands of February 6, 2026 Through February 26, 2026 in the Amount of \$7,826,300.46 and Receiving the Finance Director's Attestation of the Check Registers (Finance)

**B. Accepting the Minutes of the February 24, 2026 City Council Meeting**

**Action: Approved Motion:** Accepting the Minutes of the February 24, 2026 City Council

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
Tuesday, March 10, 2026**

Meeting

- C. Approving Amendment No. 7 for Task Order No. 3A with CCME, Inc. for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$987,611.75 (Roads Program)

**Action: Approved Motion:** Approving Amendment No. 7 for Task Order No. 3A under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$987,611.75 to be funded by Fund 115 "Measure A – Roads" for Bid Package 3 for City Project No. 23-068 as "CCME CM Task Order No. 3A for City Project No. 23-068, Bid Package 3"

- D. Authorizing Expenditures for Monday.com Subscriptions and Associated Services, in an Amount Not to Exceed \$30,000 Per Fiscal Year (City Manager's Office)

**Action: Approved Resolution No. 2026-024:** Authorizing expenditures for Monday.com subscriptions and associated services, in an amount not to exceed \$30,000 per fiscal year

- E. Authorizing the Interim City Manager to Execute a Vestis Services Uniform Rental Agreement Using Sourcewell Contract Through 2031 for \$300,000 (Finance)

**Action: Approved Motion:** Authorizing the Interim City Manager to execute an Agreement with Vestis Group, Inc., dba Vestis Services LLC, for Uniform Rental and Laundry Services for City Staff, utilizing Sourcewell Cooperative Agreement No. 011124-VST pursuant to TMC 2-7-08(b)(5), for a Five-Year term through March 31, 2031, in an amount not to exceed \$300,000.

- F. Approving Amendment No. 2 to City Contract No. 2024-74 "On-Call Development Impact Fee Services" with Harris & Associates, Inc. for Assistance with Development Impact Fee Programs extending term to six (6) years and total compensation not to exceed \$250,000 (Engineering)

**Action: Approved Motion:** Approving Amendment No. 2 to City Contract No. 2024-74 "On-Call Development Impact Fee Services" with Harris & Associates, Inc. for assistance with development impact fee programs extending the term to six (6) years and total compensation not to exceed \$250,000.

- G. Approving an Agreement with Mountain Cascade, Inc. for \$4,895,644 and Authorizing a \$490,000 Contingency for Bid Package 3 for City Project No. 23-068 to be Funded by Fund 115 "Measure A - Roads" Bond Proceeds (Roads Program)

**Action: Approved Motion:** Awarding bid and approving an Agreement between the City of Turlock and Mountain Cascade, Inc., of Livermore, CA, in the amount of \$4,895,644.00 and a contingency amount of \$490,000.00 (10%) to be funded by Fund 115 "Measure A - Roads" bond proceeds for construction of Bid Package 3 for City Project No. 23-068 "Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects"

**Action: Approved Resolution No. 2026-025:** Determining the award of bid for construction of Bid Package 3 for City Project No. 23-068 "Provost & Pritchard Task Order No. 2 for Roads

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
Tuesday, March 10, 2026**

Program CIP Projects" is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA guidelines

- H. Approving an Agreement with Aqua Source, Inc. for the Purchase of Pool Treatment Products, in an Amount not to Exceed \$325,000 for a Five-Year Term to be Funded by Fund 110 (General Fund) (Maintenance)

**Action: Approved Motion:** Approve an agreement (City Contract 2026-107) with Aqua Source, Inc. for the purchase of Accu-Tab and Acid-Rite pool treatment products, in an amount not to exceed \$325,000 for a five-year term to be funded by Fund 110 (General Fund)

- I. Authorize an Agreement with RTS Solutionz, Inc, doing business as Solutionz, in a format sanctioned by the City Attorney, for the Audio-Visual Systems Upgrades amounting to \$627,730.30 for the City Council Chambers, to be charged to Fund 240 Small Equipment Replacement. (Information Technology)

**Action: Approved Motion:** Approving an agreement (City Contract 2026-0138) with RTS Solutionz, Inc dba Solutionz, in a form approved by the City Attorney, for Audio-Visual Systems Upgrades for the City Council Chambers expensed to Fund 240 Small Equipment Replacement (Information Technology)

- J. Determining the construction of City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road" is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA guidelines and authorizing staff to file the Notice of Exemption (Roads Program)

**Action: Approved Resolution No. 2026-026:** Determining the construction of City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road" is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA guidelines and authorizing staff to file the Notice of Exemption

- K. Approving the revisions to the job description for Fire Captain (Human Relations)

**Action: Approved Resolution No. 2026-027:** Approving the revisions to the job description for Fire Captain.

**9. FINAL READINGS**

- A. Second and Final Reading of an Ordinance Authorizing the Levy of Special Taxes in a Community Facilities District, Including Certain Annexation Territory Identified as Annexation No. 1, for City of Turlock Community Facilities District No. 3 (Engineering)

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Motioned by Vice Mayor Monez, seconded by Councilmember Abram and carried 5/0 by the following vote:

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
Tuesday, March 10, 2026**

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

**Action: Approved Ordinance 1342-CS:** Second and Final reading of an Ordinance authorizing the levy of special taxes in a community facilities district, including certain annexation territory identified as Annexation No. 1, for City of Turlock Community Facilities District No. 3 (Engineering)

- B. Second and Final Reading of an Ordinance Amending Turlock Municipal Code Title 9 (Zoning Ordinance), Chapter 9-2 (Regulations Applying to All Districts), Article 1 (Special Provisions Applying to All or Several Districts) and Article 3 (Nonconforming Structures and Uses) and Amending Chapter 9-5 (Administration), Article 6 (Conditional Use Permits and Variances) (City Attorney's Office and Development Services Department)

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Motioned by Vice Mayor Monez, seconded by Councilmember Abram and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

**Action: Approved Ordinance 1343-CS:** Second and final reading of an ordinance amending Turlock Municipal Code Title 9 (Zoning Ordinance), Chapter 9-2 (Regulations Applying to All Districts), Article 1 (Special Provisions Applying to All or Several Districts) and Article 3 (Nonconforming Structures and Uses) and amending Chapter 9-5 (Administration), Article 6 (Conditional Use Permits and Variances)

**10. PUBLIC HEARINGS**

None

**11. ACTION ITEMS**

- A. Accepting the City of Turlock Economic Development Strategic Plan (Economic Development)

Economic Development Director Anthony Sims presented the item and introduced Fernando Sanchez, Vice President of Kosmont who presented the City of Turlock's Economic Development Strategic Plan.

Mayor Bublak opened public comment and the following members of the public spoke:

Milt Trieweiler  
Jordane  
Mary Jackson

With no further comments, Mayor Bublak closed public comment.

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
Tuesday, March 10, 2026**

Amended Motioned by Councilmember Abram to exclude page 43 (Economic Development Roadmap), seconded by Councilmember Bixel and carried 4/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	No	Yes	Yes

**Action: Approved Resolution No. 2026-028:** Accepting the City of Turlock Economic Development Strategic Plan Update completed by Kosmont & Associates, Inc., DBA Kosmont Companies, excluding page 43 (Economic Development Roadmap), and direct staff to return to the City Council with specific implementation details for Council consideration

B. Adopting Reduced Capital Facilities Fees to Promote Business Growth (Finance)

Finance Director Isaac Moreno presented the item.

Mayor Bublak opened public comment and the following members of the public spoke:

Milt Treiwieler  
John Gabelon  
Mary Jackson

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Phillips, seconded by Councilmember Bixel and carried 3/2 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
No	Yes	No	Yes	Yes

**Action: Approved Resolution No. 2026-029:** Adopting reduced Capital Facilities Fees from Commercial, Retail, and Industrial development projects and appropriating Five Hundred Thousand (\$500,000) from unrestricted reserves in Fund 120 (Tourism)

**12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS**

Councilmember Abram congratulated Joselyn and shared an image of portable bollards she suggested could enhance pedestrian safety at the Farmer’s Market and other events, offering an alternative to using road-closure signs.

Vice Mayor Monez requested a briefing from the City Attorney’s Office regarding public comment procedures and emphasized that the public comment period is intended for addressing matters within the City Council’s jurisdiction, not for electioneering.

Mayor Bublak noted attending the Divas fundraiser for the Salvation Army Turlock Corps over the

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
Tuesday, March 10, 2026**

weekend and provided an update on the funding allocated for transitional housing in 2025.

**13. CLOSED SESSION**

City Clerk Nichole Fiez read allowed the Closed Session items.

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)  
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."  
Agency Negotiator: Mayor Amy Bublak  
Unrepresented Employee: City Attorney
- B. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)  
Title: City Attorney

**14. REPORTS FROM CLOSED SESSION**

None

**15. ADJOURNMENT**

Mayor Bublak adjourned the meeting at 8:17 PM.

Respectfully Submitted,

---

Kelly Renteria, Deputy City Clerk

# City Council Staff Report

March 24, 2026



---

From: Christopher Fisher, Municipal Services Director  
Prepared by: Mauricio Torres, Transit Analyst  
Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving an Agreement (City Contract No. 2026-132) with Nelson\Nygaard Consulting Associates, Inc. in an amount not-to-exceed \$299,949.15 for a period of three years for City Project No. 23064 "Short- and Long-Range Transit Plan"

**2. NARRATIVE:**

The purpose of a Short-Range Transit Plan (SRTP) is to evaluate current transit services, identify potential service enhancements or modifications, and plan for future transit needs over a three-to-five year period. The process examines all aspects of transit service delivery, including administration, procurement, planning, operations, maintenance, and staffing. It also evaluates the historical, financial, operational, and legal impacts of existing services and any proposed changes. The SRTP development process incorporates input from the general public, City staff, key stakeholders, and relevant local and regional planning documents. The Long-Range Transit Plan (LRTP) considers the results of the SRTP process and incorporates longer-term transit needs, including investments in zero-emission vehicles and infrastructure over the next 20 years.

Preparing and adopting a SRTP is considered a best practice to ensure that the City’s transit services operate efficiently and effectively. Additionally, maintaining an adopted SRTP positions the City to pursue grant funding opportunities that may otherwise be unavailable.

The City adopted its current SRTP in February 2020. Implementation of that plan resulted in the creation of an additional fixed route to serve commercial areas in west Turlock and the Amazon Fulfillment Center, which opened in fall 2022. The City also launched an On-Demand service that provides demand-response transportation between the Turlock-Denair Amtrak Station and the city of Turlock, as well as same-day, curb-to-curb service within the city limits.

Although the City employs staff with transit operations experience, development of an SRTP/LRTP requires specialized transit planning expertise and a significant investment of time and resources. Accordingly, the City prepared and issued a Request for Proposals (RFP) to solicit assistance from qualified consultants. On November 20, 2025, the City advertised RFP No. 25-020 – Short- and Long-Range Transit Planning. On January 29, 2026, staff received four (4) proposals from prospective consultants, all of which were determined to be responsive to the RFP requirements. The base cost proposals included all tasks and activities identified in the RFP.

Unlike public works contracts that must be awarded to the lowest responsible bidder, professional services agreements are awarded based on a “best value” determination. Best value is assessed through consideration of relevant experience, project approach, staffing,

resources, and cost. An Evaluation Committee comprised of three (3) City staff members reviewed and independently scored each proposal. The individual scores were averaged to determine the final rankings.

Consultant Name	Average Total Points
Kimley-Horn And Associates, Inc.	83
LSC Transportation Consultants, Inc.	76
Nelson\Nygaard Consulting Associates, Inc.	93
Via Mobility LLC	82

Based on the evaluation criteria established in the RFP, Nelson\Nygaard Consulting Associates, Inc. ("Nelson\Nygaard") received the highest overall score of 93 points and ranked first among the four proposers. The firm achieved the highest scores in Project Approach, Experience, and Team Qualifications, and tied for the highest score in References, demonstrating a strong understanding of the scope of work, highly relevant experience, and a well-qualified project team. While not the lowest-cost proposer, Nelson\Nygaard's cost proposal was competitive and represented the best overall value when considered in conjunction with its technical qualifications.

After careful review and discussion, the Evaluation Committee recommends awarding the contract to Nelson\Nygaard as the highest-ranked firm that demonstrated the greatest potential to achieve the City's desired outcomes and provide the best overall value.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The fiscal impact of the proposed action will be \$299,949.15, which will be funded by Fund 426 "Transit", account number 426-40-415-241-002.43266 "Transit Planning." Staff is estimating approximately \$10,000 in staff time managing and supporting the project, for a total project cost of \$310,000.

Sufficient funding has been budgeted for FY 2025-2026 for expenses occurring in this FY. Sufficient funding will be budgeted in subsequent fiscal years for expenses occurring in those fiscal years.

There is no impact to the General Fund and no budget amendment is required.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

**5. ALTERNATIVES:**

1. Do Not Approve the Agreement.

The City Council may choose not to approve the agreement with Nelson\Nygaard Consulting Associates, Inc. If the agreement is not approved, development of the Short- and Long-Range Transit Plan (SRTP/LRTP) would be delayed. Maintaining an updated SRTP is considered a best practice and supports the City's ability to demonstrate compliance with Federal Transit Administration (FTA) planning expectations. Staff would return at a later date with additional options for completing the SRTP/LRTP.

2. Direct Staff to Negotiate with the next qualified proposer.

The City Council may direct staff to enter into negotiations with another proposer that responded to the Request for Proposals for the project. City staff does not recommend this approach as the proposed consultant was selected following a competitive solicitation that followed published evaluation criteria.

**6. ATTACHMENTS:**

1. Contract No. 2026-132 with Nelson\Nygaard



**AGREEMENT BETWEEN THE CITY OF TURLOCK  
and  
NELSON\NYGAARD CONSULTING ASSOCIATES, INC.  
for  
SHORT- AND LONG-RANGE TRANSIT PLANNING**

---

**City Project No. 23064**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and NELSON\NYGAARD CONSULTING ASSOCIATES, INC., a California corporation (“Professional”), on this 24<sup>th</sup> day of March, 2026 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

**RECITALS**

**A.** City seeks to hire an independent contractor to perform professional services to assist City with the development of short-range and long-range transit plans (the “Project”).

**B.** Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

**C.** The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

**D.** The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## **AGREEMENT**

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

**2. Term.** The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 23<sup>rd</sup> day of March, 2029 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

**3. Extension of Agreement.** [Intentionally Omitted]

**4. Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

**5. Work.**

**5.1. Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**5.2. City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

**5.3. Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the

Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

## **6. Compensation.**

**6.1. Amount, Time and Manner of Payment for Professional Services.** City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. City's total compensation to Professional shall not exceed Two Hundred Ninty-Nine Thousand Nine Hundred Forty-Nine and 15/100ths Dollars (\$299,949.15) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

**6.2. Deposit.** [Intentionally Omitted]

**6.3. Subsequent Payments.** City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

**6.4. Invoices.** Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

**7. Notice to Proceed.** Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

**8. Time of Performance.** Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

**9. City Assistance to Professional.** [Intentionally Omitted]

**10. Time and Personnel Devoted to Services.** Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

**11. Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

**12. Representations of Professional.** City relies upon the following representations by Professional in entering into this Agreement:

**12.1. Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

**12.2. Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

**12.3. No Waiver of Claims.** The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory

character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

**12.4. City's Remedies are Cumulative.** Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

**12.5. No Conflict of Interest.** Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

**13. Conformity with Law and Safety.** Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

**14. Contact by Professional with Project Owner or Project Applicant.** Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contract Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

**15. Confidentiality.** Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City’s Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

**16. Excusable Delays; Notice to Other Party of Delay.** Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional’s financial inability to perform; (b) Professional’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

**17. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**18. Suspension of Services by City.** City reserves the right to suspend Professional’s Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional’s compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the “Arbitration of Disputes” section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

**19. Ownership of Work Product.** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement (“Products”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**20. Termination of Work by City for Its Convenience.** City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

**21. Assurance of Performance.** If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**22. Cancellation for Breach by Either Party.** Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

**23. Non-Discrimination.** In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

**24. Arbitration of Disputes.** All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

**25. Insurance Coverage.** During the Term, the Professional, at its own cost and expense, shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers admitted in California with a current A M Best's rating of no less than A-:VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

**25.1. Commercial General Liability.** Professional shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

**25.2. Worker's Compensation Insurance.** Professional shall maintain workers' compensation insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident or disease. Professional shall submit to City, along with the certificate of insurance a Waiver of Subrogation endorsement in favor of City, its officers, agents employees, and volunteers.

**25.3. Professional Liability.** Professional shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the amount of no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**25.4 Commercial Automobile Liability.** Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than One Million Dollars (\$1,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Professional owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

**25.4. Umbrella or Excess Policy.** Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying policies of insurance. No insurance coverage or policies maintained by the City (“Additional Insured”), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional’s primary and excess liability policies are exhausted.

**25.5. Waiver of Subrogation.** With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Professional agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

**26. Additional Insurance Requirements.** Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement (“Certificates and Endorsements”). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies. With the exception of the workers’ compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. If a carrier will not provide the required notice of cancellation, the Professional shall provide written notice to the City no later than ten (10) days before cancellation; and (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional and shall be endorsed to state such; (c) name City of Turlock as a certificate holder (d) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (e) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City’s Agents and any insurance or self-insurance maintained by City or City’s Agents shall be in excess of Professional’s insurance and

shall not contribute to it; (f) contain standard separation of insured provisions; and (g) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

**27. Indemnification by Professional.** To the fullest extent permitted by law, Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, reckless or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

**28. Liability of City.** Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**29. Independent Contractor.** At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

**30. Professional Not Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**31. Payment of Taxes and Other Expenses.** Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

**32. Notices.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such

notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**  
**Attn: Department Director**  
**156 S. Broadway, Suite 150**  
**Turlock, California 95380**

With courtesy copies to: **City of Turlock, City Attorney's Office**  
**Attn: George A. Petrulakis, City Attorney**  
**156 S. Broadway, Suite 230**  
**Turlock, California 95380-5456**

If to Professional: **Nelson\Nygaard Consulting Associates, Inc.**  
**Attn: Jennifer Wieland**  
**1629 Telegraph Avenue, Suite 240**  
**Oakland, CA 94612**

**33. City Contract Administrator.** City's contract administrator and contact person for this Agreement is:

Mauricio Torres, Transit Analyst  
City of Turlock, Transit Division  
1418 N. Golden State Blvd., Suite 1  
Turlock, California 95380  
Telephone: (209) 669-2805  
E-mail: mtorres@turlock.ca.us

**34. Interpretation.** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**35. Use of City Project Number.** Professional or its subcontractors agree to use City Project Number 23064 on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Professional or its subcontractors from using their own project numbers for their own internal use.

**36. Modification.** No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

**37. Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**38. Assignment.** No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written

consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**39. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**40. Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

**41. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**42. Venue.** Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

**43. Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**44. Execution and Counterparts.** This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**45. Audit.** City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

**46. Entire Agreement.** This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof

and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

**47. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**48. Mandatory and Permissive.** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**49. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**50. Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**51. Attorney’s Fees and Costs.** If any action at law or in equity not resolved pursuant to the “Arbitration of Disputes” section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**52. Necessary Acts and Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.


**53. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

**NELSON\NYGAARD CONSULTING ASSOCIATES, INC., a California corporation**

**CITY OF TURLOCK, a California municipal corporation**

By:  \_\_\_\_\_

By: \_\_\_\_\_  
Gary R. Hampton, Interim City Manager

Print Name: Jennifer Wieland

Title: Managing Director

Date: \_\_\_\_\_

Date: 03/09/2026

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

ATTEST:

By: \_\_\_\_\_  
Nichole Fiez, City Clerk

COPY

Exhibit A



CITY OF TURLOCK

# Short- and Long-Range Transit Planning

January 29, 2026

RFP NO. 25-020

Proposal Submitted by: Nelson\Nygaard Consulting Associates, Inc.  
In association with AIM Consulting and ETC Institute





January 29, 2026

City of Turlock  
Attn: Purchasing  
156 S. Broadway, Suite 270  
Turlock, CA 95380

**RE: Turlock Short- and Long-Range Transit Planning | Proposal**

Dear members of the selection committee,

On behalf of Nelson\Nygaard Consulting Associates, Inc., I am pleased to submit this proposal to the City of Turlock for Short- and Long-Range Transit Planning services. Since our inception, Nelson\Nygaard has been distinguished by our commitment to creating implementable plans that support local solutions and help build more vibrant, sustainable communities. Transit is the core of our practice—we have extensive experience working with public agencies and municipalities, elected officials, and community stakeholders to envision, develop, and improve transit systems that support community needs. Our plans and recommendations have helped transit agencies across California substantially grow their ridership (e.g., LAVTA), expand and reallocate service with no additional operating costs (e.g., Tri Delta Transit), and establish their operational and customer-facing identities following agency consolidation (e.g., StanRTA).

We have considered the needs of the City and have assembled a team that combines national expertise with local knowledge to complete the study. Our team will be led by **Peter Soderberg, Associate Principal**, as Project Manager. Peter has over a decade of experience in transit planning, including comprehensive operational analyses and route redesigns, evaluating new service delivery models like microtransit, long range planning and capital improvement plans, and developing context-sensitive strategic plans. Peter will be joined by **Derek Cheah, Associate Principal**, as Deputy Project Manager, who brings a similarly varied and rich background in transit planning, in addition to extensive experience fostering alignment among diverse stakeholders and ultimately delivering on visions and goals for short- and long-range plans.

We are joined by two trusted partners in this effort, AIM Consulting and ETC Institute. We have previously worked with both firms on successful transit projects across the country and in Northern California. AIM has served as a trusted public and stakeholder engagement partner for numerous short- and long-range planning efforts in Stanislaus County and across the state, from Santa Barbara County to Yuba County. ETC Institute brings more than 40 years of experience developing transportation surveys and regularly conducts on-board surveys in Northern California. Collectively, we will take a fresh look at the issues facing Turlock Transit and work collaboratively with the city to identify a sustainable path forward for transit in the near term and into the future.

**Short- and Long-Range Transit Plan | Proposal**  
City of Turlock

We hope you will recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this project. We submit our proposal in accordance with the terms and conditions outlined in the Request for Proposal, and our offer will remain in effect for at least one hundred and eighty (180) days from the date of submittal, January 29, 2026. If we can provide any additional information about our firm or this proposal, please do not hesitate to contact Peter Soderberg at psoderberg@nelsonnygaard.com or 206-576-9974.

Sincerely,



Peter Soderberg  
Project Manager



Jennifer Wieland  
Managing Director

## Table of Contents

<b>Qualifications and Experience</b> .....	<b>1</b>
Firm Introduction.....	1
Subcontractors.....	3
Project Team Experience .....	3
<b>Methodology</b> .....	<b>7</b>
Project Understanding.....	7
Our Approach.....	8
Schedule.....	24
<b>Staffing</b> .....	<b>24</b>
Staff Hours and Availability .....	42
<b>Similar Projects</b> .....	<b>42</b>
AIM Experience .....	47
ETC Experience .....	48
<b>Fee Proposal</b> .....	<b>49</b>

# QUALIFICATIONS AND EXPERIENCE

## Firm Introduction

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a full-service transportation firm with more than 165 people in offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Nelson\Nygaard is a C-corporation with work for this project being completed from our Oakland, Los Angeles, and Seattle offices. The parent company of Nelson\Nygaard is Perkins&Will, Inc., an interdisciplinary, research-based architecture and design firm. Senior officials of the company include Jennifer Wieland (Chief Executive Officer & Director), Brodie Robertson Stephens (Secretary), Todd Gilles (Chief Financial Officer/Treasurer), Thaddeus Wozniak (Vice President), and Jonathan Watts, (Vice President). To learn more about our work, visit [www.nelsonnygaard.com](http://www.nelsonnygaard.com).

**Main Contact:**

**Peter Soderberg,**  
**Associate Principal**  
**Role: Project Manager**  
**206-576-9974**  
**[psoderberg@nelsonnygaard.com](mailto:psoderberg@nelsonnygaard.com)**

## Nelson\Nygaard specializes in:



**Transit**



**Cities and Streets**



**Mobility Management,  
Access, and Policy**



**Urban Corridors**



**Parking and Demand  
Management**



**Active Transportation  
and Safety**

## Transit Planning



Transit planning is at the core of Nelson\Nygaard's practice. Our national and international experience covers all types of transit, from the largest and most complex transit systems to small, rural systems.

We specialize in redesigning existing services to make them more effective, developing new services such as light rail, BRT, and streetcar, and crafting Transit Master Plans that set practical strategies to move transit from today into the future.

Our approach is comprehensive, collaborative, and creative. Working together, we help identify needs and opportunities to develop practical plans that communities will embrace.

**Nelson\Nygaard has a history of partnering with the City of Turlock to improve its transit services, most notably covering the previous two Short-Range Transit Plans (SRTPs) and a follow-on ridership guide. Our prior stakeholder and community engagement equips us with valuable relationships, understanding of their priorities, and ex-post lessons of what recommendations resonate. We will use these learnings as a starting basis for our proposed approach, balanced with the need to bring a fresh perspective to respond to the evolved travel patterns, uncertain funding sources, and other challenges we have observed over the past six years.**



## Subcontractors

The Nelson\Nygaard team is joined by two subconsultant partners for this project, AIM Consulting, Inc. (AIM) and ETC Institute (ETC). AIM staff are community and stakeholder engagement specialists with a long history of fostering public participation and building agency relationships across the Central Valley. They will lead such efforts for both the Short Range Transit Plan (SRTP) and Long Range Transit Plan (LRTP) phases of work, while also supporting the SRTP Marketing and Outreach Plan. ETC are nationwide specialists in survey design and administration, and they will lead the onboard rider survey of the SRTP engagement task, in close collaboration with Nelson\Nygaard and AIM. AIM and ETC's qualifications are described below.



AIM was established in 2005 with one overriding goal in mind: to be an active participant in community building and encourage others to do the same through civic engagement. AIM's public participation professionals are committed to the communities they work, in both a professional capacity and as volunteers. AIM, an S-Corporation located in Sacramento, is certified as a SBE, WBE, and DBE firm.

AIM offers strategic communications and public participation consulting services, and specializes in projects in the natural and built environment that make a positive difference within the community. With more than 30 years of experience, their team of professionals develops public participation programs that bring diverse community members together and creates a space for constructive dialogue that respects all individuals and leverages the positive work of the engaged community.

AIM's communication strategies include both earned and paid media, online and social media, presentations, and grassroots awareness campaigns. They establish strong partnerships with public agencies, private businesses, community-based organizations, and advocacy groups. They research and adopt, when appropriate, industry best practices of communication technologies and have instilled a consistent quality assurance process.



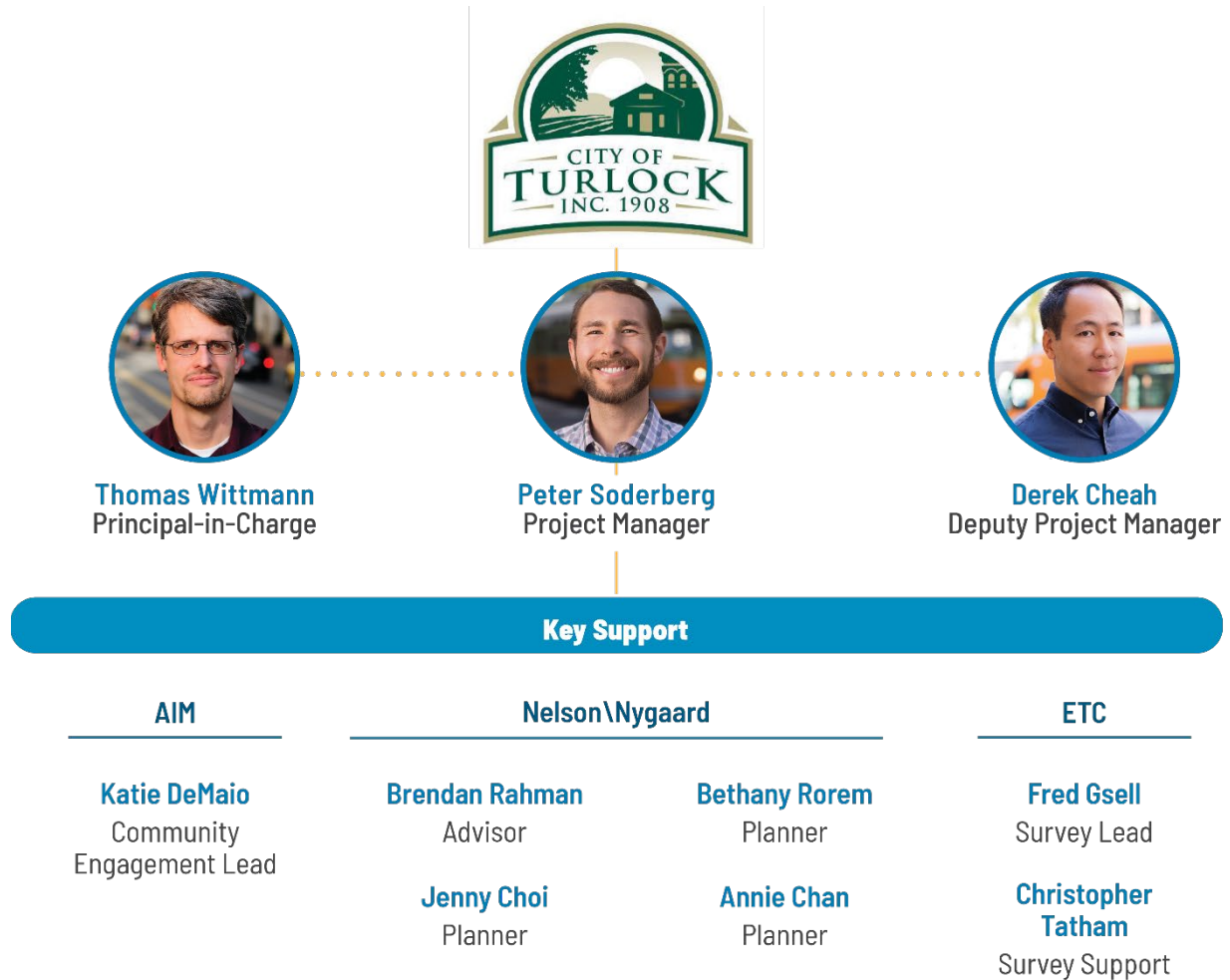
ETC is uniquely positioned to support Nelson\Nygaard to ensure that the City of Turlock receives high-quality survey results. As the nationwide leader in performing Origin Destination (OD) Surveys for the FTA, ETC has collaborated directly with FTA modeling and planning staff to establish guidelines for OD methodologies and has extensive experience in California. ETC has partnered with Nelson\Nygaard on a number of transit surveys for clients such as the cities of San Antonio, TX; Charleston, SC; Kansas City, MO; Culver City, CA; and Chapel Hill, NC, among others.

With more than 40 staff members and 40 years of experience in designing and administering transportation-related market research, ETC has served state departments of transportation, transit agencies, and metropolitan planning organizations. The firm has administered more than 250 onboard transit surveys and conducted over 300 transportation-related research studies encompassing a wide array of topics. These include public transit, travel behavior, major investment studies, corridor studies, congestion management systems, commuter rail, light rail, park-and-ride, pedestrian/bicycle paths/lanes, and various other subjects. ETC's main office is located in Kansas. They have a long history of working on projects across California and are frequent teaming partners with Nelson\Nygaard.

## Project Team Experience

We are pleased to offer the City of Turlock a team whose members offer strong transit planning and public outreach expertise. Our proposed project team consists of ten team members, including staff from two subconsultant firms—AIM and ETC. Our team structure is shown in the organizational chart on the following page. Their professional experience is described in the bios after.

## Organizational Chart



## Peter Soderberg, Associate Principal | Nelson\Nygaard PROJECT MANAGER



Peter has more than 11 years of transportation planning experience with transit agencies across the county and specializes in transit service planning, fare analyses, and short- and long-range planning. His experiences include leading a network consolidation study in Everett, WA, developing a ten-year strategic plan for Spokane Transit Authority, and leading the development of the transit fare evaluation practice at Nelson\Nygaard. Recently, Peter has helped identify and prioritize short-range and long-range transit improvements through SRTPs, LRTPs, and COAs for several transit agencies in California, including SacRT, Tri Delta Transit, and LAVTA. Peter is an

experienced project manager and service planner who strives to create implementable plans that improve accessibility and meet community needs.

## Derek Cheah, Associate Principal | Nelson\Nygaard DEPUTY PROJECT MANAGER



Derek brings over a decade of project management, technical leadership, and stakeholder coordination experience. Through his short- and long-range planning work for numerous California transit agencies, he has amassed a deep understanding of their key opportunities and challenges, including ridership retention and growth in the wake of the Covid-19 pandemic, fare changes to support various agency goals, and performance-driven service changes and realignments. He leads multidisciplinary teams to understand clients and stakeholders' core transportation needs in depth and deliver objective, evidence-based advice to meet opportunities and address

challenges. Derek will work closely with Peter, various stakeholders, and the technical team to ensure a coordinated project, drawing on best practice experience in managing multi-disciplinary and multi-stakeholder projects.

## Thomas Wittmann, Senior Principal | Nelson\Nygaard PRINCIPAL-IN-CHARGE



Thomas has more than 30 years of experience in transportation planning, specializing in transit operations and capital planning. He has nationwide experience with large and small transit systems, and his operations experience includes high-capacity transit feasibility studies, COAs, TMPs, transportation development plans, optimization studies, and management performance reviews. He has worked across Northern California helping agencies like LAVTA, Tri-Delta Transit, and Marin Transit. Recently, he completed work for SamTrans where four weeks after implementation, ridership was up 18% without any increase in cost or operator hours. He also

helped take Missoula fare free and developed the service plan that improved ridership by more than 70%.

## Brendan Rahman, Associate Principal | Nelson\Nygaard ADVISOR



Brendan helps agencies tell their transportation stories by bringing together clear communication, vivid graphic design, and thoughtful analysis. He is familiar with transit in Turlock, having worked on the previous Short-Range Transit Plan. As design lead and deputy project manager, he produced rider guides including easy-to-read system maps and schedules, and conducted a bus stop inventory and easy-to-understand bus stop infrastructure and maintenance map. He will support this project with that past knowledge. Brendan's experience also includes projects that span transit, walking, biking, curb management, and commute strategies.

## **Katie DeMaio, Community Engagement Lead | AIM** **PUBLIC OUTREACH LEAD**



Katie is a facilitation and community engagement specialist with more than 12 years of strategic communications and community relations experience. She has worked on transit projects across Northern California including short range transit plans for Yuba Sutter Transit, Mendocino Transit, and MTD in Santa Barbara. Katie develops and implements public outreach plans to keep communities informed and engaged. She assists clients with creating content for ongoing messaging, collateral materials, social media content, and interactive online engagement tools for public information and community engagement. Katie also manages and coordinates logistics for stakeholder interviews, focus groups, community meetings, traveling workshops, and special events.

## **Fred Gsell, Vice President | ETC** **SURVEY LEAD**



Fred has unmatched proficiency in the specialized field of origin-destination surveys for transit systems. Fred serves as a distinguished project manager for ETC, bringing over 20 years of invaluable expertise in public transit research to the forefront. Throughout his career, Fred has maintained a steadfast focus on OD studies, essential for updating local travel demand models, facilitating Title VI compliance, and supporting New and Small Starts projects. With a portfolio that likely surpasses that of any other professional in the country, Fred has overseen a multitude of transit OD surveys, equipping him with unmatched proficiency in this specialized field.

## **Christopher Tatham, CEO | ETC** **SURVEY SUPPORT**



For 30 years, Chris has managed more travel behavior surveys than anyone else in the U.S. His extensive experience encompasses almost every type of travel survey, including on-board transit surveys, household travel surveys, external station origin-destination surveys, visitor surveys, and more. With more than two million participants engaged in surveys under his management, Chris possesses an unparalleled depth of knowledge in design, implementation, and successful execution of travel behavior research. As ETC Institute's visionary, Chris pioneered the firm's onboard intercept survey methodology, revolutionizing how transit agencies conduct onboard survey research.

# METHODOLOGY

## Project Understanding

Since Turlock Transit’s last SRTP was finalized and adopted in February 2020, a lot has changed in the City, Stanislaus County, and the broader Central Valley. Amid this change—including evolving travel patterns driven by a rise in remote and hybrid work, agency consolidation at the county level, and uncertainty over state and federal funding sources—Turlock Transit has sustained a remarkably strong ridership recovery and productivity growth when compared to pre-pandemic levels: from 188,000 unlinked trips in total and 6.9 per revenue-hour in 2019, Turlock Transit grew to 337,000 total trips and 10.6 per revenue-hour by 2024. Furthermore, on-demand service launched in 2022 and has proven equally successful.



At the same time, delivering such impressive service and growth has not been and will not be easy. Operating costs rose by more than 30% for fixed-route service as a whole and almost 50% on a per-vehicle mile basis over the same five-year period. Declining or uncertain federal and state funds, particularly for operations, are coupled with increasing capital needs, most notably fleet renewal and electrification as mandated by the state. Countywide and regional changes, such as the recent operator consolidation to form StanRTA, demand constant adaptability to new stakeholder and political interests.

With myriad opportunities and challenges in front of the City, this is the right time to pause, reflect, and refocus on today’s trends and tomorrow’s anticipated needs. The Nelson\Nygaard team is here to guide you towards a sustainable post-pandemic future: building on your successes and rider priorities, having realistic conversations about tradeoffs and cuts, and positioning for short- and long-term success in coordination with stakeholder partners. We have the opportunity to right-size service to prioritize your fastest-growing markets, improve coordination with StanRTA and other regional partners, and leverage capital investments currently being implemented (such as electric vehicles coming online this year and a new Valley Rail/ACE station within the next five years).

As previously introduced, we have guided many peer agencies through these uncertain times during the past five years—from your partners at StanRTA, to those further afield in the Tri-Valley Area, Madera County, and Sacramento—helping them navigate tradeoffs and make difficult but informed decisions about their short- and long-term priorities. Our project manager, Peter Soderberg, recently led a similar combined SRTP and LRTP effort for LAVTA and a Comprehensive Operational Analysis for Tri Delta Transit, and strives to create implementable plans that respond to community and stakeholder needs. He will lead the joint Nelson\Nygaard and Turlock team to identify and prioritize quick wins in the short term before zooming out to more strategic and visionary ideas in the long term—all informed by rigorous technical analysis and targeted community and stakeholder input.

The below sections detail our proposed approach to helping the City capitalize on opportunities and tackle challenges alike, starting with the SRTP and following with the LRTP.

## Our Approach

### Phase 1: Short-Range Transit Plan (SRTP)

The SRTP is an opportunity to assess how Turlock Transit's current service levels meet today's travel needs and to make adjustments that improve efficiency, effectiveness, and most importantly improve mobility.

#### Task 1: Project Management and Coordination

---

We will initiate the project with a kickoff meeting, led by Nelson\Nygaard and City staff, and with operations staff from Storer Transit Systems and other relevant stakeholders as needed in attendance. The meeting will cover the following:

- Project goals, objectives, priorities, expectations, internal issues and sensitivities, and potential challenges and opportunities
- Project management, communication, and decision-making protocols
- Overall project schedule, key milestones, and deliverables
- Overall outreach and community engagement approach, including identifying the best time windows for public engagement events
- Plan for immediate next steps, upcoming meetings, and deliverables

Following the kickoff meeting, we will distribute a meeting summary that will also serve as a project management plan (PMP), a living document that can be updated during the duration of the project. The PMP will outline the agreed-upon communication and documentation protocols and include a reference to the project schedule.

Over the course of the project, Project Manager Peter Soderberg and Deputy Project Manager Derek Cheah will facilitate regular project management meetings via Microsoft Teams (exact frequency to be determined at kickoff meeting) to discuss key decision points, track project progress including task and deliverable updates, review budget status, elevate potential issues, and agree on any necessary mitigation measures. They will be accompanied by meeting agendas and brief summaries with key decision points and action items. Peter and Derek will also be available for ad-hoc meetings to discuss any timely issues that may arise in between regular meetings.

Peter and Derek will submit monthly progress reports accompanying project invoices. The reports will include work tasks completed and tracking towards milestone completion, existing or anticipated issues that may affect project budget or schedule, and anticipated work activities or corrective actions for the following month.

#### Deliverables:

- Kickoff meeting summary
- Regular project management meetings
- Monthly progress reports

## Task 2: Data Collection and Existing Conditions Analysis

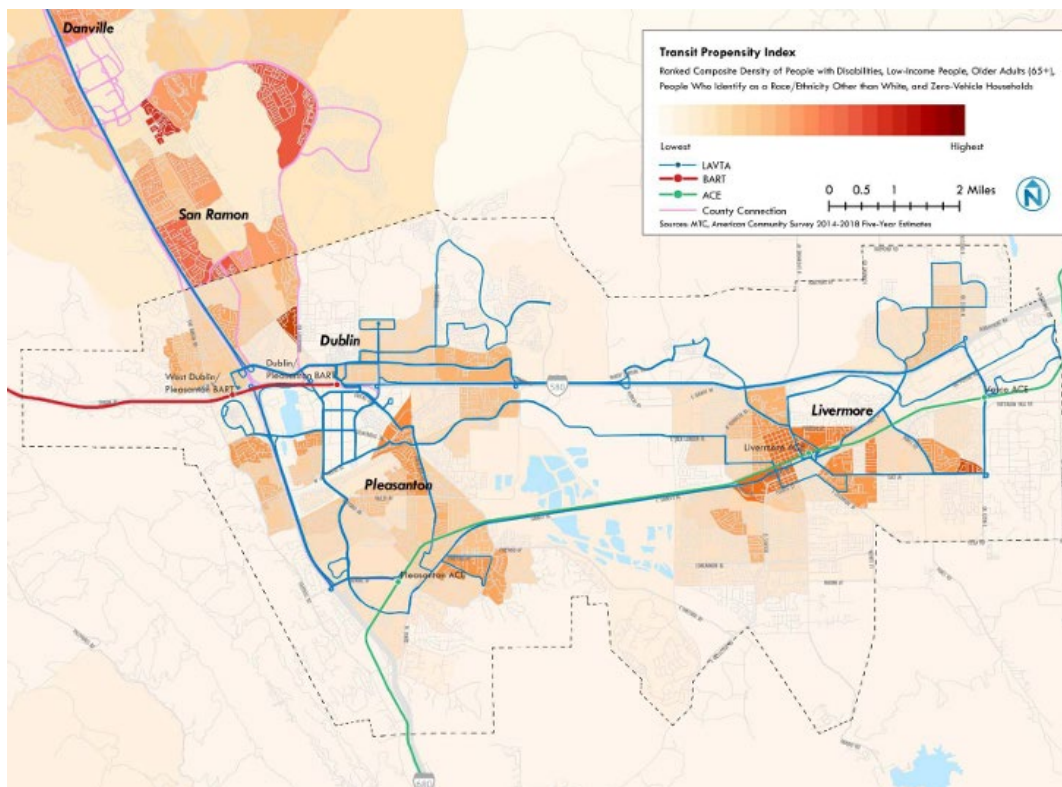
A rich upfront understanding of existing transit performance and ongoing constraints and opportunities is critical to informing a context-sensitive SRTP. Our data collection and existing conditions analysis aims to build this understanding through a variety of desktop research, primary data collection, and secondary data analysis tasks.

We will review existing plans and documents to inform at a high level the local and regional policy context, recent and current planning efforts, and future goals and priorities. These plans and documents may include:

- Local and regional transit plans, including Turlock Transit’s prior SRTP and StanRTA’s Comprehensive Operations Analysis (COA)
- Other transportation and general plans, including the City of Turlock’s General Plan and StanCOG’s Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS)
- Other relevant City documents, including contracts and agreements with existing contractors and vendors, and budgets and audits

In parallel, we will prepare a list of secondary data needs and sources, covering both transit performance metrics—such as service levels, ridership, and on-time performance—as well as broader demographic and travel patterns that drive transit ridership. In particular, we can leverage our subscription to third-party, location-based travel pattern data sources, such as Replica, to understand the existing transit market within the city and how it has evolved since the last SRTP. Nelson\Nygaard has used this data on numerous projects to develop recommendations for new transit services in areas where little or no transit currently exists. We will supplement this market assessment with a transit propensity evaluation, based on population and employment densities, major activity centers, and demographic characteristics.

**Figure 1: Sample transit propensity evaluation developed for LAVTA**



After we have built a baseline knowledge of how transit functions and performs today based on existing plans and available secondary data, we will seek to enrich that understanding by speaking with City and regional transit stakeholders one-on-one or in small group settings. Our conversations will focus on their individual and broader agency goals and priorities, challenges they encounter on a day-to-day basis and/or anticipate in the future, and opportunities they see to improve transit performance from their unique perspectives.

Our Existing Conditions Memo will summarize our collective findings and local understanding from previous steps, and their applicability to subsequent tasks. In particular, the memo will feature maps and other visualizations to distill key trends over time and/or by geography. Contents may include:

- Regional performance hotspot maps, highlighting areas with high service levels, ridership, and/or on-time performance issues
- One-page route profiles, showing detailed service and performance characteristics by route, included as a link to a web-based interactive dashboard and/or as static attachments to the memo
- Stakeholder interest maps summarizing opportunities and challenges gleaned from plan review and stakeholder conversations

**Deliverables:**

- Existing Conditions Memo
- Data summary and visualization files

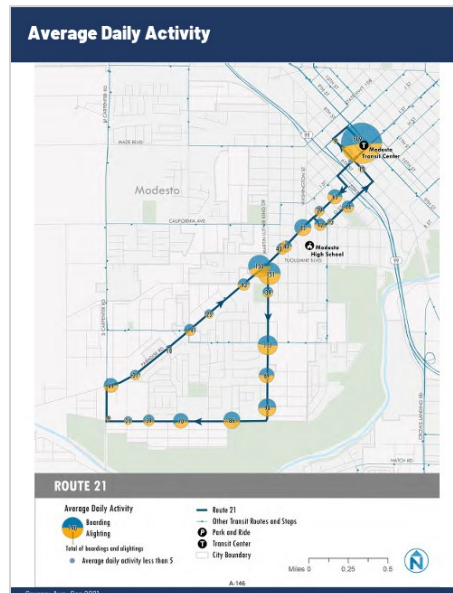
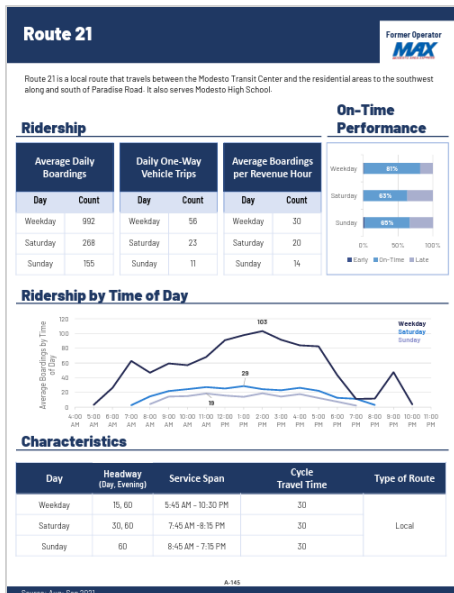
As a key component of our Existing Conditions Memo, the route profiles will be concise yet data-rich summaries detailing numerous aspects of a given route’s service, ridership, and performance. Data we present may include:

- A route description and map
- Service description, including service patterns, span, frequency by time of day, key transfer points, and stop spacing
- Ridership characteristics and patterns, including total daily boardings and boardings by stop
- Performance metrics, including productivity (passengers per revenue-hour or -mile), average speed, and schedule efficiency

We will conclude each route profile with a brief summary of comparative strengths and weaknesses, which will form the basis of our service recommendations developed in Task 5.

Example route profile dashboard we built for the Transit Agency of Northern Kentucky (TANK)

**Figure 2: Sample route profiles developed for StanRTA**



## Task 3: Public and Stakeholder Engagement

A critical success factor for any SRTP is hearing from the public and stakeholders, mainly existing and prospective riders, and leveraging their input to guide both the plan's foundational elements as well as its specific recommendations.

Recognizing this upfront need, our approach to community engagement, public communications, and stakeholder outreach—led by AIM in partnership with Nelson\Nygaard and ETC—prioritizes hearing from as many voices as feasible and is fully integrated into the planning process from day one.



**Figure 3: AIM staff leading pop-up workshops with transit riders in Santa Barbara, CA**

The AIM team will work closely with the City and regional partners upfront to design and implement an integrated engagement program. We will develop a comprehensive Public Outreach Plan outlining engagement goals, methods, locations, partner strategy, materials, and timelines for both SRTP and LRTP phases. We will also create a detailed engagement schedule aligned with service planning milestones, draft alternatives, and final deliverables. This Plan and schedule are intended to be living documents that we can adapt to changing needs and conditions over the course of the project.

Another effort that begins early and continues over the project duration is stakeholder mapping and partner coordination. We will identify, cultivate, and manage relationships with key community groups, agencies, institutional partners, and populations most affected by transit decisions. As part of this effort, we will coordinate with identified stakeholders (such as StanCOG, StanRTA, TJPAMC, SJRRC, Stanislaus State, TUSD, Emanuel Medical Center, and community-based organizations) and lead targeted outreach to advocacy groups, service providers, neighborhood associations, affordable housing communities, and local employers.

Our public engagement for the SRTP phase of this project will consist of three phases:

- In parallel with Tasks 2 and 4, the **Discovery and Needs Assessment** round will inform existing service conditions, barriers, opportunities, and rider experience. We propose two (2) virtual or in-person meetings at non-city facilities, up to three (3) pop-ups at key transit hubs such as the Turlock Transit Center and CSU Stanislaus, an online survey, and targeted outreach to populations that are traditionally harder to reach such as seniors and youth.
- The **Onboard Survey** will dive deeper into specific details about existing travel patterns, rider experience, and unmet transit needs. ETC will lead the design, administration, and analysis of an onboard survey for fixed-route riders and an online survey for paratransit and on-demand riders. More details about our proposed surveying approach are provided on the following callout page.
- The **Alternatives Feedback and Validation** round will present service recommendations and scenarios drafted in Task 5 in clear, accessible formats and seek feedback that can be incorporated into the final SRTP. Engagement tactics include an additional two (2) virtual or in-person community meetings at non-city facilities, an additional two (2) pop-ups and/or mobile workshops, an online survey, and a digital engagement campaign including social media and email blasts. We will prepare physical and digital visual boards comparing the various route options, frequency changes, microtransit considerations, fare scenarios, and Sunday/evening service concepts.

## Survey Management, Design, and Administration Approach

**Project management:** ETC understands that the City plans to be an active partner in the design of the survey. At or shortly after the project kickoff meeting, ETC will meet with the project team to discuss questionnaire design (including translations), sampling plan (including plan to achieve representation/coverage), data collection methodology, operational issues, staffing plans, and schedule of proposed project activities. Regular meetings will occur as needed following the startup meeting.

**Onboard survey:** ETC will design a survey instrument for fixed local routes that will allow the City to maintain trend comparisons while allowing for comparative data with previous surveys conducted and collect additional items as needed. ETC will ensure that Spanish speaking respondents have access to the survey in their own language, and address low English proficiency (LEP) concerns through a combination of survey translation and deploying bilingual interviewers to the appropriate routes along with providing an online option.

ETC will make recommendations for proper sampling to ensure statistical validity for key services and rider subgroupings. At a minimum, ETC will develop a sample plan that has specific goals for each route. If there is a desire to have statistically valid results at the route level that achieves a minimum margin of error, ETC can increase or reallocate samples to meet such needs. Beyond randomly selecting bus runs, ETC recommends tracking surveys in proportion to average ridership figures for each route, in addition to creating separate sample management plans for weekday vs weekend, major service type, and each bus/rail line in the system (by time of day).

ETC staff will administer the onboard survey. If a passenger is riding the vehicle standing up it may be difficult for them to complete the paper survey, especially if the vehicle is very crowded. In that case, the interviewer will offer the passenger the option of scanning the QR code printed on the back of the safety placard each interviewer wears around his/her neck (controlled access only), which will link them to a survey they can complete online. Ordinarily, this option will not be offered to seated passengers, but if a seated passenger asks to use the QR code scan method, the interviewer will allow them to do so. Having multiple survey options is considered best practices for onboard survey research.

**Online survey:** For paratransit and on-demand service, ETC will design a separate online survey and attempt to distribute it to customers using their contact information, email or phone number, to reach out to all known passengers. This survey will also be available in English and Spanish. In addition to online collection, ETC will have staff available to collect questionnaires for a day each for on-demand and paratransit service.

**Quality assurance and control (QA/QC):** Completed paper surveys will be shipped back to ETC for data entry and the results will be monitored throughout the data collection period. As part of data processing, ETC will also develop an internal plan to guide all data collection and handling activities. As the surveys are administered, the survey data will be reviewed and if any of the required information is missing or incomplete, the survey will not be counted toward the goal. ETC will collect surveys until enough fully usable surveys are captured to meet the goals and objectives of the survey.

ETC will collect surveys over all day types including at least 250 surveys total for the onboard option. ETC will attempt to collect as many surveys as possible through the online collection for paratransit and on-demand services, but the total sample size is unknown and will be a product of the size of the contact list and the response rate of customers (given that this service is relatively new it is expected that the contact list is current which should assist with response rates).

**Reporting and analysis:** A simple report will be created documenting the methodology along with basic descriptive statistics.

We understand that in-person workshops and meetings can face attendance challenges for a variety of reasons. We typically have greater success holding them at locations with pre-existing attendance—most notably the Stanislaus County Fair in July but also locations such as farmers’ markets and grocery stores—but will ultimately prioritize engaging riders and community members in locations and forums that suit them best, whether in person or virtual. AIM has deep experience engaging Stanislaus County and broader Central Valley residents where they feel most heard and comfortable, and our Public Outreach Plan will be tailored to meet their needs and stimulate their interest in the project.

For all engagement platforms and collateral formats, we will prepare multilingual outreach materials (English, Spanish, and other languages as needed) and provide interpretation services for community meetings and targeted focus groups (up to two (2) languages outside of English).

**Deliverables:**

- Public Outreach Plan and accompanying schedule
- Stakeholder database and coordination/meeting log
- Relevant materials and collateral for engagement activities, including translation and ADA compliance
- Facilitation of applicable meetings and events, including interpretation support
- Engagement findings summary for each phase

## Task 4: Goals, Objectives, and Performance Standards

Complementing the policy and performance context we will build in Task 2, the next upfront component of a successful S RTP is a shared vision for success, supported by actionable goals and measurable performance standards. We will iteratively engage select City and regional stakeholders to define and refine these foundational elements, beginning with a vision and values statement, and followed by SMART (specific, measurable, achievable, realistic, timely) goals and performance metrics that can be applied to subsequent recommendations.

To create a truly shared vision and set of values, we will collectively reengage the stakeholders we spoke to during Task 2 at an interactive and collaborative workshop. We will prepare a draft mission, vision, and values statement based on our learnings from individual conversations, and engage stakeholders through a structured set of questions designed to encourage creative thinking and collaboration across departments and agencies.

After holding the workshop and refining the S RTP vision, we will develop performance metrics and standards to ensure the efficiency and effectiveness of future services, based on peer statistics and transit industry standards. Performance standards will include the methodology by which existing, new, and modified transit services are evaluated

**Nelson\Nygaard led a team of transit experts to prepare the Spokane Transit Authority’s (STA’s) strategic roadmap through 2035, articulating a clear vision, goals, and performance measures for the region. We collaborated closely with internal stakeholders and Board members through a series of workshops, complemented by extensive public outreach. In doing so, we built a foundation of strong staff, Board, and public support for STA’s next decade of service to the community.**



and modified. The identified performance measures will rely on readily available operating data and support a straightforward performance monitoring program. They may vary based on service type or function, and we will make provisions for new routes and service changes.

**Deliverables:**

- Visioning workshop
- Goals, Objectives, and Performance Standards Memo

## Task 5: Service Planning and Alternatives Analysis

---

With performance metrics and standards in place, our next task is to identify service changes and investments that will increase service quality, improve access to transit and key destinations, and match transit services to demand.

Our starting basis for developing service alternatives is the market assessment in Task 2 and the rider survey in Task 3. With an understanding of where people currently use transit or are likely to do so and what current rider feedback encompasses, we can develop initial recommendations that respond to their needs while maintaining sight of the overall SRTP vision and goals. These may include:

- **Route re-alignments** to better serve current markets given any revised demand estimates, changes in infrastructure, or other relevant changes
- **New routes and route extensions** to serve new areas, increase coverage, address unserved travel demands or changing demographics, particularly in areas with significant, noted gaps in service
- **Revised spans of service** to provide either longer or shorter hours of service to better reflect demand levels, including potential Sunday service
- **Service frequency adjustments** to better match service levels with demand
- **Elimination or reduction of non-productive services** to improve overall performance and redistribute resources to the highest demand areas
- **Amendments to Dial-A-Ride service** policies and parameters, scheduling, and dispatch procedures
- **Coordination, integration, and/or consolidation** with other transit agencies to deliver more streamlined, efficient service
- **Changes to, or expansion of, fare policies** to boost ridership and/or financial sustainability, including adopting a fare-free policy
- **New or alternative service modes and delivery models**, such as microtransit and non-emergency medical transportation (NEMT)

Nelson\Nygaard has helped numerous transit agencies adopt fare-free policies, including Iowa City Transit (ICT). Our fare structure and policy review considered implications of a fare-free system, potential impact to ridership and revenue of modeled fare scenarios, and fare and policy recommendations. From analyzing ridership and cost implications of a fare-free policy on fixed-route and paratransit services, we found that adopting a fare-free policy would be the most cost-effective way to achieve ICT's goal of doubling ridership in 10 years. While ICT initially opted not to adopt such a policy upon our initial recommendation in 2020, they revisited our analysis in 2023 and changed course, ultimately driving an 18 percent ridership growth compared to pre-pandemic levels.

To bring the different types of recommendations together, we will utilize a scenario-based approach, where some recommendations must be packaged together while others are mutually exclusive. The scenario approach provides the ability to present many potential changes in an understandable manner, and shifts the focus away from “should changes be made?” to “what changes should be made?” We will develop up to three (3) service scenarios and apply our performance metrics, defined in Task 4, to evaluate their effectiveness, benefits, and operational and financial implications. For each, we will describe the proposed service using a combination of maps and graphics that clearly show adjustments to existing bus routes, neighborhoods, and corridors where service would change and assess the impacts on existing riders, particularly disadvantaged and transit-reliant communities.

**Figure 4: Nelson\Nygaard’s recommendations for integrating service among three transit operators in Sonoma County**



**Partial or full consolidation of services can help agencies deliver more streamlined and efficient service that benefits riders. Nelson\Nygaard has provided similar consolidation guidance and recommendations for peer agencies across California that have been successfully implemented. In Stanislaus County, we explored several topic areas—ranging from operations to governance, physical assets to labor force—and presented recommendations for three levels of consolidation for both paratransit and fixed-route service, ultimately leading to the StanRTA service model we know today.**

From the three alternative scenarios, we will identify a preferred scenario, likely including the most desired and supported recommendations from each scenario. In a Service Alternatives Analysis Memo, we will describe what the preferred scenario intends to achieve, how the recommendations will work together, and what operational and financial implications the City should be mindful of.

**Deliverables:**

- Service Alternatives Analysis Memo

## Task 6: Technology and Innovation Strategy

---

Since Turlock Transit's last SRTP, numerous technological advances have benefited both riders and operators alike. By implementing a dedicated technology and innovation strategy for the first time, we can help the City sort through the large assortment of available solutions, identify costs and implementation considerations, and prioritize investing in those areas that are most sensible and/or beneficial for its riders and the City at large.

Our review will cover both new solutions and improvements to existing ones, including:

- **Data collection and management:** Automatic passenger counters (APC), fare collection boxes, real-time data monitoring and management platforms (e.g., Swiftly)
- **Customer experience:** Real-time information at bus stops and other key offboard locations, mobile app features, customer feedback portals
- **Operations:** Computer-aided dispatch and automatic vehicle location (CAD/AVL), integrated transit signal priority (TSP), and intelligent transportation systems (ITS)

For each solution, we will evaluate its alignment with the preferred service scenario identified in Task 5, capital and operating costs (to be included in the Task 8 Financial Plan), and implementation factors such as staffing capacity for implementation. We will summarize findings from our evaluation and recommendations for implementation in a Technology Strategy Memo.

### Deliverables:

- [Technology Strategy Memo](#)

## Task 7: Marketing and Outreach Plan

---

While our engagement work in Task 3 seeks to create a SRTP that reflects rider and community values and input, an equally important success factor for the Plan is building awareness and excitement about it among those stakeholders. To inform how to do so, Nelson\Nygaard and AIM will jointly develop a comprehensive marketing, outreach, and communications plan.

First, we will leverage our existing conditions analysis in Task 2 and stakeholder database in Task 3 to identify major transit markets across Turlock Transit's service area as our priority audience, particularly those that are underserved or otherwise harder to reach. From there, we will partner with key agency and community-based stakeholders to jointly review and develop several strategies for engaging their constituents and getting them excited, including:

- Enhancing visibility of and engagement with existing communication platforms, such as the website, social media, and printed materials
- Developing Plan- and agency-specific branding and messaging, including an ADA- and Title VI-compliant brand kit and style guide
- Refreshing existing or launching new advertising campaigns, particularly on buses and at bus stops
- Holding in-person events, as a continuation of the events held during Plan development as part of Task 3

For each strategy, we will evaluate the potential effectiveness in reaching target or hard-to-reach communities, as well as costs, required labor, and implementation timeframes. Beyond this evaluation, we will also develop sample messaging for various communications channels and brand kit elements, including fonts, colors, and styles. These elements will ensure that the City and its partners are ready to get the word out in a unified yet targeted approach as soon as the Plan is published.

Our evaluation and emerging recommendations will be summarized in our Marketing and Outreach Plan deliverable.

**Deliverables:**

- Marketing and Outreach Plan

## Task 8: Capital and Financial Planning

---

A Capital Improvement Plan (CIP) seeks to identify what investments are needed to make the service, technology, and marketing recommendations from Tasks 5-7 a reality and their associated costs. We will focus on the following capital expenditures:

- **Fleet:** Purchase or lease costs of fleet expansion, upgrade, and replacement, including fleet electrification as mandated by state law
- **Facilities:** Design and construction costs for improvements or new construction, such as the Transit Operations Facility Project and upgrades at the Transit Center
- **Infrastructure:** Design, construction, and purchase costs for bus stop accessibility improvements, benches, shelters, information kiosks, corridor enhancements, etc.
- **New or upgraded technology:** Potential projects such as mobile app upgrades, etc.

Building off the CIP, we will produce a Financial Plan that more broadly covers capital and operating costs, potential funding and revenue sources, and strategies to improve short- and long-term operational and financial sustainability. Capital cost estimates will include purchase, design, and construction, inflated by an agreed-upon rate for each major cost category. We will separate cost elements that might be financed differently (e.g., rolling stock and other equipment). Operating cost estimates will include unit costs per vehicle revenue hour/mile and per peak vehicle, and lifecycle and maintenance costs for various assets. We will develop capital and operating cost estimates based on a range of industry standards (e.g., National Transit Database operating cost data) and peer projects.

At the same time, we will identify potential new funding opportunities to fund improved service or capital investments per the CIP. We will document currently available operating and capital funding sources; any untapped sources will be identified as potential revenue enhancements in support of recommended service improvements or capital investments. In addition to conventional sources such as state and federal grant programs and local sales taxes, we will explore innovative and dedicated local sources such as vehicle miles traveled (VMT) fees, vehicle registration taxes, and value capture from benefit assessment districts.

**Deliverables:**

- Five-Year Capital Improvement Plan
- Financial Plan

## Task 9: Draft and Final Short-Range Transit Plan

The Draft SRTP will document findings and recommendations from Tasks 2-8, beginning with existing conditions and public engagement findings before moving into service, technology, marketing, and financial recommendations.

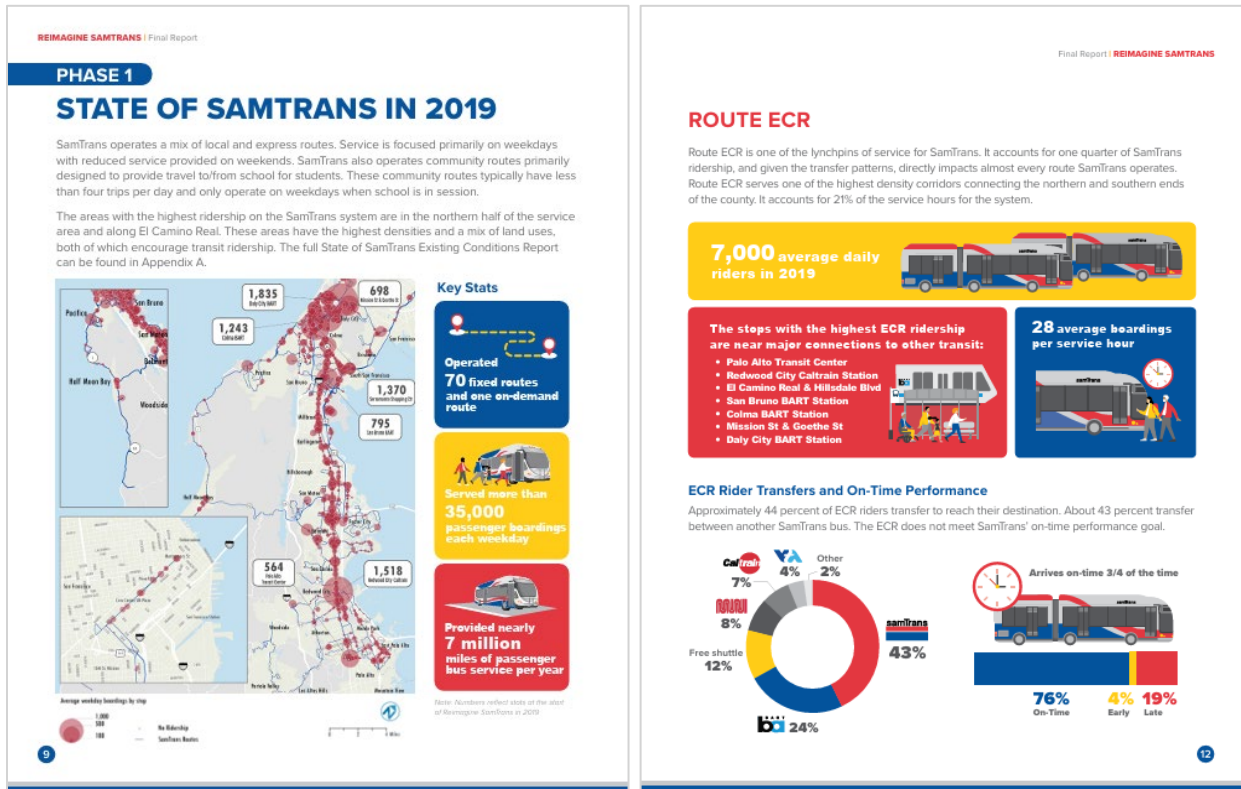
Our visual communications team has been recognized by transit agencies across the country for producing visually engaging, intentionally crafted reports that respond to the needs and understanding levels of varying audiences and stakeholders. For this report in particular, Brendan and team will create an accompanying executive summary, designed to be visually appealing and written in plain language for a public audience, which can be further adapted into fact sheets, stakeholder presentations, and other formats as needed.

We will share the Draft SRTP with City staff for formal review and confirm a list of other reviewers, including key agency partners and other technical or community stakeholders. During the review process, we recommend using SharePoint or another file-sharing tool so that all comments are included in a single document. The Final SRTP will incorporate the comments from City staff and other reviewers.

### Deliverables:

- Draft and Final SRTP

**Figure 5: Visually engaging excerpts from our Reimagine SamTrans Comprehensive Operational Analysis (COA) Final Report**



## Phase 2: Long-Range Transit Plan (LRTP)

Whereas the SRTP is primarily focused on meeting today's needs, the LRTP phase affords our team and the City the opportunity to create a realistic plan to improve transit mobility over the next 20 years. In particular, the LRTP is an opportunity to test different strategies from various sources (previously vetted plans and newly developed as part of this planning process), illustrate the City's investment scenarios, and ensure that the City's investment priorities meet community values and will be supported.

### Task 1: Review and Integration

---

An effective LRTP should complement and be informed by plans and policies that come before it. To that end, we will kick off the LRTP effort by recapping key SRTP findings and recommendations, as well as their applicability to a 20-year horizon, in a short memo. We will also revisit plans and documents reviewed during Task 2 of the SRTP effort, again focusing on project and policy recommendations that apply over the longer planning horizon.

#### Deliverables:

- Prior Context Memo

### Task 2: Visioning and Scenario Development

---

Transit can be provided in many ways; however, to be most effective, different modes and services must be matched to the correct markets. Appropriate balances must also be developed between demand and coverage-based services, between commuter and frequent traveler services, between urban and suburban services, and other factors. Transit can also be optimized for broader community goals such as mobility, economic development, or equity.

While we understand Turlock's core transit-related priorities include integrating regional service and contributing to furthering broader economic and community vitality, we will nonetheless draw on previous municipal and regional plans as a starting point to inform and expand on these priorities and help guide the appropriate balances. From there, we will work with City staff and relevant stakeholder partners to workshop transit-specific goals and objectives—following a similarly collaborative and iterative process as Task 4 of the SRTP. At the same time, we will compile long-term background conditions that we know to impact the LRTP's success, including demographic and economic forecasts and land use plans.

To determine the best way to put the pieces together for Turlock Transit, we will combine different strategies into scenarios, each of which will build upon today's network, the SRTP, and previous plans such as the City's General Plan and StanCOG's RTP/SCS. Each scenario will be centered on a key theme related to a specific geography, mode, and/or LRTP goal, e.g., "Downtown Turlock Focus" or "Fixed-Route Network Focus."

These themed scenarios will allow the City, its stakeholder partners, and its constituents to better understand opportunities, concerns, and tradeoffs among the transit system scenarios, relation to other modes of travel and other components including economics and land use. Once developed, we will present them in formats that are easy for stakeholders to understand using maps, written descriptions, and illustrations but at the same time describing the critical elements of each scenario, including specific services, expected impacts, and costs.

**Deliverables:**

- Visioning workshop
- Scenario Development Memo

## Task 3: Service and Network Expansion Analysis

Turlock Transit has options for growth, between service changes and other strategies recommended by the SRTP, as well as regional plans to grow and integrate service across Stanislaus and surrounding counties. In parallel with scenario development in Task 2, we will undertake a more detailed analysis of options for Turlock Transit, including future service corridors within city limits, expanded service span including Sundays and evenings, new and improved regional connections within and around Stanislaus County, as well as new means of delivering service altogether.

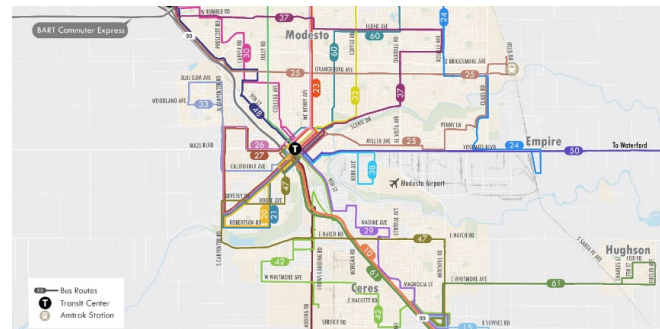
For each of the scenarios developed in Task 2, we will detail and evaluate corresponding service and network expansion strategies in the categories above. Evaluation criteria will consist of a combination of quantitative and qualitative measures that will directly address the Plan’s agreed goals and objectives, and will include at a minimum ridership estimates, coverage statistics, and anticipated costs. To the extent possible, the evaluation criteria will be limited to measures that are most important, differentiators that will resonate with stakeholders, and can be presented in an easily understandable manner. This ensures that the project team focuses on the most important issues and avoids getting distracted by secondary issues.

After engaging the public on the investment scenarios and specific strategies (per Task 6), we will develop a preferred LRTP scenario. This preferred scenario may include new high-capacity transit corridors, regular service improvements, strategies on how to leverage existing investments, or smaller investments such as first- and last-mile enhancements. We will present this scenario in easily understandable formats, using maps, written descriptions, and illustrations to describe critical elements such as the service, expected impacts, and costs.

**Deliverables:**

- Service and Network Expansion Memo

As part of StanRTA’s first SRTP and LRTP, Nelson\Nygaard examined the former Modesto Area Express and Stanislaus Regional Transit services and recommended a variety of operational and customer-facing improvements that StanRTA would go on to implement. These included items such as new transit hubs, performance monitoring policies, pilot programs for new transit services, frequency improvements on some fixed routes, and shorter wait times for Dial-A-Ride service.



## Task 4: Infrastructure and Capital Program

Once we have fully developed the service recommendations of the preferred scenario, the next step is to identify the capital investments required to deliver such recommendations, including fleet, passenger facilities, operational and maintenance infrastructure, and technology systems. Similar to the CIP that we will produce in Task 8 of the SRTP, we will present cost estimates for each investment, broken down by purchase, design, and construction, and inflated by an agreed-upon rate for each major cost category.

Given the longer planning horizon of the LRTP, we will also recommend phasing the investments in five-year increments (0-5, 6-10, 11-15, and 16-20 years from Plan adoption). At this point, our recommendations will be primarily based on the relative strategic importance of each investment

(i.e., which capital investments are needed to deliver the most important service changes and expansions), whereas the more detailed Financial and Implementation Plan in Task 5 will consider other criteria such as funding availability and broader policy goals.

### Deliverables:

- 20-Year Capital Improvement Plan

**The Utah Transit Authority contracted Nelson\Nygaard to conduct its first LRTP, independent of the Regional Transportation Plan process. As part of this plan, we prioritized capital and operating projects into four different implementation tiers using quantitative and qualitative evaluation criteria, ultimately contributing to a systemwide vision for the future that corresponded to the financial projections for transit funding from the constituent MPOs.**

**View the StoryMap here:**

<https://storymaps.arcgis.com/stories/13c70e48603241aee12db51d513367b>



## Task 5: Financial and Implementation Plan

As alluded to in previous tasks, the LRTP and its recommendations must consider available funding resources and acknowledge the broader fiscal constraints transit agencies are encountering in today's environment. Increased operating costs, a growing list of capital needs and ambitions (some such as fleet electrification mandated by state law), and declining or uncertain state and federal funding mean that transit agencies must be realistic and disciplined in their long-range planning.

The first step in developing a realistic Financial and Implementation Plan is to extend the analysis horizon in Task 8 of the SRTP to 20 years, including all revenue and cost projections, both capital and operating. We will populate the model with 20-year projections of operating cost drivers, ridership, and capital expense, dedicated revenue, and intergovernmental grants, extending the short-term projections developed for the SRTP. We will then review the projections with City staff to ensure that all future year assumptions are appropriate.

After agreeing on a 20-year financial baseline with City staff, we will examine and model a series of up to three (3) alternative scenarios addressing:

- **Implementation schedules:** including project initiation and completion dates, interim staging, and levels of transit service
- **Fare pricing and structure:** including possibility of dedicating portions of fare revenues to support the capital and/or operations components of the Plan
- **Funding sources:** including increments of existing sources or new sources of funding altogether
- **Financing structures:** including short- and long-term structures and innovative structures promoted by the US Department of Transportation
- **Implementation methods:** including design-build-operate-maintain and other structures that might provide for shifting risk to the private sector and accelerating construction timelines
- **Phasing approaches:** including alignment of capital and service investments according to strategic importance, funding availability, and broader policy priorities

Our Financial and Implementation Plan deliverable will document the data, assumptions, analytical methodology, results, and conclusions for the baseline and three (3) scenarios described above.

**Deliverables:**

- Financial and Implementation Plan

## Task 6: Public Outreach and Stakeholder Engagement

The success of the LRTP in shaping the region’s transit investment future depends on robust engagement that ensures that the final LRTP reflects community values. Moreover, strong public support will be necessary to implement the LRTP recommendations, so identifying the most relevant investment strategies is crucial. Led by AIM, our LRTP engagement work will build upon the relationships developed during the SRTP engagement, as well as lessons learned about what resonates with various stakeholders and what does not.

In the early stages of Task 2, we will facilitate a long-range vision workshop with community stakeholders, building on what we learned from the analogous workshop and related engagement during the SRTP phase. In particular, we will focus on understanding what people may want to support and why certain investment strategies may be more supported than others.



**Figure 6: AIM-led virtual stakeholder meetings for the Stanislaus Council of Governments Non-Motorized Transportation Plan**

Later on in the LRTP process, we will gather feedback on potential investment scenarios and service strategies developed in Tasks 2 and 3, with the goal of understanding the level of support for specific investment strategies and the associated tradeoffs. We will engage riders and stakeholders through a virtual or in-person workshop, followed by a social media campaign and public plan activities.

As with the SRTP engagement, we will agree to an engagement schedule, including specific locations and events to attend, with City staff beforehand and adapt it as needed to changing needs and conditions. We will also prepare multilingual outreach materials (English, Spanish, and other languages as needed) and provide interpretation services for community meetings and targeted focus groups (up to two (2) languages outside of English).

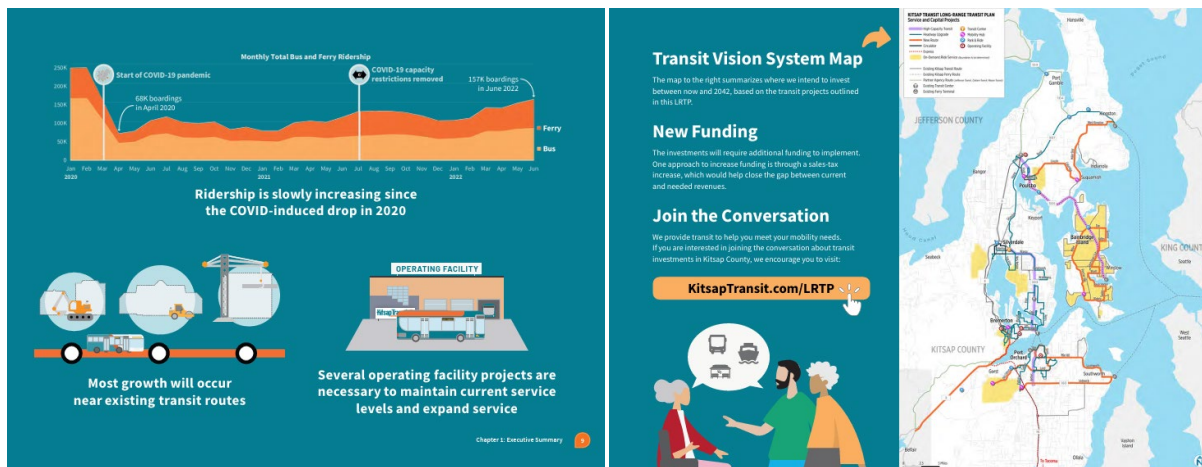
**Deliverables:**

- Stakeholder engagement materials and collateral, including translation and ADA compliance
- Facilitation of applicable meetings and events, including interpretation support
- Engagement findings summary

## Task 7: Draft and Final Long-Range Transit Plan

Our team will produce a Draft LRTP that compiles all of the information and intermediate memos produced in Tasks 2-6. Like the Draft SRTP, the Plan will feature visual exhibits, concise descriptions of Plan elements, and an executive summary. It will also adopt a similar review and comment process prior to finalization.

**Figure 7: Visual exhibits developed by Nelson\Nygaard for Kitsap Transit’s LRTP**



**Deliverables:**

- Draft and Final LRTP

## Schedule

We expect this project to be completed by June 2026. Our proposed schedule is detailed below by phase.

	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
<b>Phase 1. Short-Range Transit Plan</b>																	
1.1 Project Management and Coordination	[Blue bar spanning all months from Mar to Jun]																
1.2 Data Collection and Existing Conditions Analysis	[Blue bar spanning Mar to June]																
1.3 Public and Stakeholder Engagement	[Blue bar spanning Mar to Apr]				[Blue bar spanning July to Sept]					[Blue bar spanning Dec]							
1.4 Goals, Objectives, and Performance Standards	[Blue bar spanning Mar to Apr]																
1.5 Service Planning and Alternatives Analysis					[Blue bar spanning July to Sept]												
1.6 Technology and Innovation Strategy					[Blue bar spanning July to Aug]												
1.7 Marketing and Outreach Plan					[Blue bar spanning July to Aug]												
1.8 Capital and Financial Planning								[Blue bar spanning Sept to Oct]									
1.9 Draft and Final Short-Range Transit Plan								[Blue bar spanning Sept to Oct]									
<b>Phase 2. Long-Range Transit Plan</b>																	
2.1 Review and Integration											[Green bar spanning Dec]						
2.2 Visioning and Scenario Development											[Green bar spanning Jan to Feb]						
2.3 Service and Network Expansion Analysis											[Green bar spanning Jan to Mar]						
2.4 Infrastructure and Capital Program													[Green bar spanning Mar to Apr]				
2.5 Financial and Implementation Plan															[Green bar spanning Apr to May]		
2.6 Public Outreach and Stakeholder Engagement											[Green bar spanning Jan]	[Green bar spanning Mar]					
2.7 Draft and Final Long-Range Transit Plan															[Green bar spanning May to Jun]		

## STAFFING

Key staff bios begin on page four, detailing their professional experience. Resumes for key staff and support staff are on the following pages. Details on estimated hours and availability are presented after the resumes.

# Peter Soderberg, Associate Principal

## Project Manager



Peter has more than 11 years of transportation planning experience with transit agencies across the county and specializes in transit service planning, fare analyses, and short- and long-range planning. His recent experiences include leading a network consolidation study in Everett, WA, developing a ten-year strategic plan for Spokane Transit Authority, and leading the development of the transit fare evaluation practice at Nelson\Nygaard. Peter is experienced project manager and service planner who strives to create implementable plans that improve accessibility and meet community needs.

## Education

M.A., Transportation and Infrastructure Planning, University of Southern California, Los Angeles, CA, 2015  
B.A., Program in the Environment and Urban Planning, University of Michigan, Ann Arbor, MI, 2013

## Experience

### Nelson\Nygaard Consulting Associates, Inc.

Associate Principal, 2025 – Present; Senior Associate, 2022-2025, Associate, 2017-2021

- **LAVTA Short- and Long-Range Transit Plan (Livermore, Dublin, and Pleasanton, CA) 2019–2024** Peter served as the project manager for a short- and long-range transit plan study in the Tri-Valley area. The goal of this study is to analyze the existing system, conduct public outreach, and develop near-term and long-term recommendations to improve transit service.
- **Revitalize Tri Delta Transit (Antioch, CA) 2024 – Ongoing.** Peter is serving as deputy project manager and a service planning lead for this comprehensive operational analysis in Eastern Contra Costa County. The key objectives for this study include streamlining fixed-route service to be more direct and effective for the community, as well as adjusting to changing travel patterns in a post-covid operating environment. The outcome seeks to improve service and increase ridership within existing funding levels.
- **NEORide Regional Fare Study (Northeast Ohio) 2025 – Ongoing.** Peter is serving as project manager for this fare study which seeks to develop a new regional fare product to help facilitate seamless interagency transfers across six different agencies in Northeast Ohio. This study involves significant data analysis, fare modeling, and coordination with partner agencies.
- **Casper Area Transit Fare Study (Casper, WY) 2023–2024.** Peter served as project manager for the first fare evaluation for Casper's LINK and ASSIST service since the City of Casper assumed operations of transit service. The study included detailed fare modeling, technology assessments, and recommended simplified fares that better align with local peer agency best practices.
- **Pittsburgh Regional Transit NexTransit System Redesign (Pittsburgh, PA) 2023–Ongoing.** Peter is serving as a sector service planning lead for this large system redesign effort. His area of emphasis is the southern portion of the service area and includes evaluating the existing service performance, identifying potential service gaps, and developing potential service improvements for this sector of Allegheny County, PA.
- **Community Transit Fare Study (Snohomish County, WA) 2023.** Peter served as project manager for this comprehensive fare study that evaluated several alternative fare scenarios, including aligning with regional partners, simplifying the fare structure, and aligning with shifting travel patterns. Each scenario was evaluated for anticipated ridership and revenue impacts before developing a preferred alternative for consideration.
- **Pierce Transit Bus System Recovery Plan (Pierce County, WA) 2023.** Peter served as deputy project manager and service planning lead for this effort to rebuild transit services in Pierce County. As many agencies around the country cut service during the COVID-19 pandemic due to limited resources and staffing shortages, this project provided an opportunity to reevaluate how services should be prioritized and improved in a post-pandemic future.

## Short- and Long-Range Transit Plan | Proposal

City of Turlock

- **Spokane Transit Authority Strategic Planning Services Phase II (Spokane, WA) 2023–2024.** Following the completion of STA’s Strategic Planning Services Phase II, Peter continued as a service planning lead for Phase II, which focused on developing near-term and long-term service improvement recommendations.
- **AAATA On-Demand Service Review (Ann Arbor, MI) 2023.** Peter served as deputy project manager and technical lead in reviewing the performance of existing on-demand transit in the Ann Arbor-Ypsilanti area, identifying recommendations to improve service performance, and expanding service during late night periods to align with a voter approved funding millage.
- **Community Transit Consolidation Study (Snohomish County, WA) 2022–2023.** Peter served as project manager for this consolidation study to develop potential future year transit networks under a scenario in which Community Transit and Everett Transit systems are consolidated into a single agency. This work included developing service plans oriented around the opening of two light rail line extensions and evaluating the anticipated performance of proposed transit networks.
- **DART Fare Study (Dallas, TX) 2022–2025.** Peter is currently serving as project manager and fare evaluation lead for a team of consultants evaluating project ridership, revenue, and equity implications for several alternative fare structures for Dallas Area Rapid Transit. Following an existing conditions evaluation, the team is currently identifying potential fare alternatives and building a fare model to evaluate the impacts of each alternative.
- **WFRC Regional Zero Fare Study (Salt Lake City, UT) 2022–2023.** Peter was the deputy project manager for a study evaluating the potential impacts of multiple iterations of partial and full zero-fare service in the Salt Lake Region. Alternatives evaluated included full zero-fare service, zero-fare on buses only, zero-fare for low-income populations, and maintaining a fare at a lower rate.
- **CyRide Fareless Transit Study (Ames, IA) 2022.** Peter was the project manager for a study evaluating the potential opportunities and impacts associated with a fare free transit system in Ames, IA. The evaluation included reviewing existing fare performance, evaluating ridership and financial impacts, and evaluating capacity constraints and increased demand for paratransit service related to the policy.
- **Spokane Transit Authority Strategic Planning Services Phase I (Spokane, WA) 2022–2023.** Peter served as the deputy project manager for this long-range, strategic planning effort that will set the stage for the next 10 years of transit in Spokane, WA. The plan includes identifying key trends for the region, robust scenario planning, and developing a series of goals and strategies to guide the agency over the next decade.
- **Durham Transit Plan (Durham, NC) 2021 – 2022.** Peter served as a technical lead developing potential future long-term network scenarios, evaluating accessibility metrics for population, employment, and minority groups, and developing cost estimates for specific improvements included within the plan.
- **Montebello Bus Lines Comprehensive Operational Analysis (Montebello, CA) 2021 – 2023.** Peter served as the Deputy Project Manager for a comprehensive operational analysis that explored opportunities for service optimization and increased regional coordination.
- **StarTran Transit Development Plan (Lincoln, NE) 2021 – 2022.** Peter was a project planner and technical lead for this comprehensive evaluation of StarTran, the transit provider for Lincoln, Nebraska. The TDP update emphasized identifying service and policy changes that will return ridership to pre-pandemic levels. In addition to several service improvements, Peter led an extensive fare evaluation and fare free analysis to inform the tradeoffs from a ridership and revenue perspective related to alternative fare structures.
- **OKC Moves, EMBARK (Oklahoma City, OK) 2020 – 2022.** Peter served as the Deputy Project Manager in this nearly two study, branded as OKC Moves, to evaluate existing transit services in the Oklahoma City region and develop prioritized, long-term recommendations for improving access to employment, developing high frequency transit corridors, and improving service reliability throughout the transit network.
- **Long Beach Transit Carson Circuit Study (Carson, CA) 2021.** Peter served as the project manager in this initiative to study the existing performance of the Carson Circuit fixed-route service and identify opportunities to expand existing Long Beach Transit service or develop new routes to replace local service in the city of Carson while improving regional connectivity.
- **Rethink Everett Transit (Everett, WA) 2020 – 2021.** Peter was a project planner and technical analysis lead for this transit consolidation study. The study assessed various changes in sales tax revenue and potential consolidation of Everett Transit with countywide operator Community Transit. As a part of the technical analysis, Peter developed alternative service networks that were responsive to community priorities and limited resources under three potential growth scenarios.

# Derek Cheah, Associate Principal

## Deputy Project Manager



Derek is a transportation planner and project manager with over 10 years of project management, technical leadership, and stakeholder coordination experience. He leads multidisciplinary teams to deliver objective, evidence-based advice to address clients' transportation needs and problems across California, from developing and evaluating strategies for transit agencies' long-term financial and operational sustainability, to building comprehensive cases for investment in regional transit infrastructure. Clients value the wide range of research and analysis methods he deploys to inform his advice and solutions, alongside his deep understanding of the local policy, funding, and stakeholder context. His work has spanned multiple state, regional, and local geographies; as well as a wide range of modes, including urban transit, intercity and regional rail, and shared and micro mobility.

## Education

M.S. & M.C.P., Transportation Engineering and Planning, University of California, Berkeley, 2016  
B.S., Civil Engineering, Northwestern University, 2014

## Experience

### **Nelson\Nygaard Consulting Associates, Inc., Oakland, CA**

Associate Principal, 2025 – Present

- **Beyond 2026 Long-Term Financial Strategy, Madera County Transportation Commission (Madera, CA) 2025 – Present.** Develop and evaluate ridership recovery and growth, service delivery, and capital expansion strategies to improve the long-term financial performance and sustainability of transit in Madera County, in compliance with California SB 125 requirements. Customize a spreadsheet-based financial model to assess financial performance and tradeoffs across a range of future scenarios.
- **Transit Priority Roadway Assessment, Metropolitan Transportation Commission (San Francisco, CA) 2025 – Present.** Lead a team to conduct a data- and stakeholder-driven assessment of potential transit priority treatments to deliver faster, more reliable transit across the Bay Area. Specify an approach to integrate numerous data sources, including APC, AVL, and GTFS, into a comprehensive transit service baseline analysis and delay and reliability hotspot identification. Engage technical stakeholders, including transit operators and roadway owners, from day one to bring them on board with this regional transit priority effort, understand their priorities and concerns in that realm, and collaboratively define an approach to identifying delay and reliability hotspots.
- **2026 Fare Study, SamTrans (San Carlos, CA) 2026 – Present.** Analyze recent changes in travel patterns, fare product usage, and demographics to inform fare policy and structure recommendations for the first time since Covid-19 pandemic. Update existing fare elasticity model and add new functionality to model ridership and revenue response to a variety of future scenarios.
- **Systemwide Performance Evaluation and Recommendations, SFMTA (San Francisco, CA) 2025.** Develop a data-driven, repeatable performance evaluation and monitoring process that can be used to inform short-term service changes and long-term plans. Review existing internal evaluation and reporting practices, as well as best practices from peer agencies. Propose a logical framework for translating performance evaluation outputs to service needs and subsequently prioritized recommendations ready for implementation.
- **82<sup>nd</sup> Avenue FX (Frequent Express) Transit Corridor, TriMet (Portland, OR) 2025 – Present.** Comparatively evaluate various scenarios of lane dedication for business access and transit (BAT) lanes to improve transit reliability and overall performance. Analyze various performance metrics and differentiating criteria, including transit and auto travel times, business access, stop spacing and amenities, and contribution to wider agency

and regional goals. Present analysis findings in a layperson-accessible report and public engagement materials, driving informed engagement in the selection of a preferred scenario.

- **Planning for Main Streets, Southern California Association of Governments (Los Angeles, CA) 2025 – Present.** Manage a community engagement and conceptual design effort to transform four state highway corridors to multimodal main streets serving a variety of user needs, in partnership with Caltrans and local jurisdictions. Collaborate with diverse group of stakeholders to integrate them into the planning process and secure buy-in on corridor-specific findings and recommendations. Incorporate findings from existing conditions analysis and community engagement events into conceptual design process.
- **Pepper Canyon East District Master Plan, University of California San Diego (San Diego, CA) 2025 – Present.** Advise campus transportation planners and consultant design team on transit operations and multimodal connectivity on a mixed-use, transit-adjacent development on campus. Coordinate team efforts across several transportation topics, including parking, streetscape design, and transportation demand management. Provide feedback on and iteratively refine design concepts for the site, including elements such as transit routes, street cross-sections, and bicycle access.
- **San Francisco Railyards, Prologis (San Francisco, CA) 2025 – Present.** Serve as the general transportation consultant on a development project to repurpose existing industrial land in downtown San Francisco. In collaboration with a team of developers and architects, devise solutions to mobility issues at and adjacent to the project site, including passenger loading, bicycle parking, and intermodal connections. Prepare messaging and presentation materials for use in project application and related conversations with the city and other stakeholders.

## Prior Experience

### Steer, Los Angeles, CA

Associate, 2017 – 2024

- **Link21 Program, San Francisco Bay Area Rapid Transit District (BART) and Capitol Corridor Joint Powers Authority (CCJPA)(Oakland, CA) 2019 – 2024.** Led a multidisciplinary team of 50+ consultants and portfolio of strategic planning services to transform rail service in Northern California. Managed numerous contracts, delivery timelines, and budgets. Led a collaborative effort among diverse stakeholders to define problem and vision statements, goals, performance metrics, and alternatives evaluation framework. Wrote a preliminary business case articulating the program’s strategic benefits and economic, financial, and deliverability considerations. Contributed to grant writing and other as-needed strategic advisory support in collaboration with client and consultant team.
- **California Statewide Rail Ridership Forecasting, Caltrans (Sacramento, CA) 2017 – 2021.** Oversaw a large team delivering multiple technical workstreams in a portfolio of statewide rail planning and forecasting work. Developed mode choice-based forecasts to inform the ridership and revenue impact of service changes. Led technical work to collect and process third-party origin-destination data to inform travel patterns, and to develop supply networks for different intercity travel modes.
- **CCJPA Fare Strategy, Capitol Corridor Joint Powers Authority (Oakland, CA) 2024.** Delivered a high-level, board-ready evaluation of potential new fare strategies, products, and options for CCJPA. Workshopped policy goals and potential strategies with CCJPA staff in various functions.
- **Cascadia Ultra-High-Speed Ground Transportation, Washington State Department of Transportation (WSDOT)(Olympia, WA) 2018 – 2020.** Prepared a preliminary business case for investing in an Ultra-High-Speed Ground Transportation corridor between Portland, OR and Vancouver, BC. Developed a customized, spreadsheet-based tool to produce ridership and revenue forecasts. Produced forecasts for various project scenarios and analyzed associated benefits, including improved job accessibility and reduced reliance on automobiles.

## Other Experience

- **Mobility Hub Suitability Analysis, Oakland Department of Transportation (OakDOT)(Oakland, CA) 2015 – 2017.** Developed and applied a multicriteria suitability analysis methodology to locate hubs for transit and shared modes in Oakland, according to an equity- and resiliency-oriented framework. Presented findings to the City of Oakland, SPUR, and TRB Annual Meeting attendees; and published in Transportation Research Record.

# Thomas Wittmann, Senior Principal

## Principal-in-Charge



Thomas Wittmann has more than 25 years of experience in transportation planning, specializing in transit operations and capital planning. He has nationwide experience with large and small transit systems. His transit operations experience includes high-capacity transit feasibility studies, comprehensive operational analyses, transit master plans, transportation development plans, optimization studies, and management performance reviews. Thomas's transit capital facilities experience includes park-and-ride feasibility studies, park-and-ride operations plans, transit center planning, and ridership forecasts.

## Education

MS, Civil Engineering, Transportation, North Carolina State University, 1994  
BA, Physics, University of Chicago, 1991

## Experience

### **Nelson\Nygaard Consulting Associates, Inc.**

Senior Principal, 2011–Present

- **Missoula Transit Strategic Plan, Mountain Line (Missoula, MT) 2024-Ongoing.** Thomas is managing this Plan, which updates existing service in the short-term to reallocate resources where high-density growth is happening, and creates a long-term Transit Vision that lays out prioritized service expansion priorities the will keep Missoula moving.
- **Zion National Park SR 9 Transportation Study (Springdale, UT) 2024-ongoing.** Thomas is leading this effort to stand up a new transit system connecting Kane County, Zion National Park, and Washington County. Key deliverables included a service plan, anticipated stops, demand estimation, and helping the region apply for startup grants, including federal funding. The State of Utah just awarded a \$300,000 grant to assist project startup.
- **Revitalize Tri-Delta Transit, Tri Delta Transit (Antioch, CA) 2024-Ongoing.** Thomas is the project manager for this project, which will revamp Tri-Delta Transit's network to better meet today's service patterns. Integration to BART, improving frequency, and leveraging on-demand services are all options considered.
- **Marin Sonoma Coordinated Service Plan (MASCOTS), Marin Transit (San Rafael, CA) 2024-Ongoing.** Thomas is leading this effort which looks to find the appropriate regional service levels in the Highway 101 corridor north of San Francisco. The implementation of SMART service and the commuter market changes to San Francisco are specific items being addressed.
- **OKC Moves, EMBARK (Oklahoma City, OK) 2021-2022.** Thomas was the project manager of this analysis, which addresses existing operational issues, integrates local service with the NW BRT, and develops a long-term vision to almost double the amount of transit service. Initial recommendations were implemented in October 2023.
- **Major Investment Study and Alternatives Analysis, CAMPO (Wake County, NC) 2021-2023.** Thomas was the project manager for a study to identify potential extensions to two BRT corridors radiating from Raleigh, NC. The study identified multiple different options and through a qualitative and quantitative process screened down to two potential options. The technical work was supplemented by an extensive outreach process to ensure that each alignment reflects local needs.
- **2050 Moves Long Range Transit Plan, Utah Transit Authority (Salt Lake City) 2022-Ongoing.** Thomas is leading this plan, which is designed to create a roadmap of capital and operating investment priorities for the agency. It also addresses a gap between agency short-range planning efforts and the two MPO's long-range planning process.

## Short- and Long-Range Transit Plan | Proposal

City of Turlock

- **Cook County Transit Plan, Cook County (Chicago, IL) 2020-2022.** Thomas was the project manager, which was intended to help Cook County invest operating and capital dollars to support Cook County's transit providers. A needs assessment, outreach, and coordination between agencies was conducted. Recommendations highlighted different investment strategies that Cook County could support.
- **Comprehensive Operational Analysis, IndyGo (Indianapolis, IN) 2021-Ongoing.** Thomas is the project manager for this effort to develop a phased implementation plan for the Marion County Transit Plan. This effort helped integrate two new BRT lines with local service, looked at using on-demand services to replace and supplement fixed-route service, and improved service levels in the areas that needed it most.
- **Comprehensive Operational Analysis, Foothill Transit (West Covina, CA) 2021-2022.** Thomas led the comprehensive operational analysis which provided a roadmap for Foothill Transit to recover from the pandemic. It included an equity-based focus on strengthening local service with additional frequency and later evening service. Initial recommendations were implemented in January 2023.
- **Fleet Forward Long-Range System Plan, Corpus Christi RTA (Corpus Christi, TX) 2022.** Thomas was the project manager for this effort, which included a long-range look at bus, capital, and ferry needs. A large portion of the effort was also aimed at pandemic recovery route planning, and how to address operator shortage-related service reductions.
- **Mobility for All, The Rapid (Grand Rapids, MI) 2019-2021.** Thomas was the project manager of this comprehensive operational analysis to update the route network to better reflect current growth trends. Recommendations included streamlining service, improving on-time performance, focusing on more all-day frequent corridors, and maintaining coverage with on-demand services. Recommendations were implemented in 2022.
- **Iowa City Area Transit Study, Iowa City Transit, Coralville Transit, CAMBUS (Iowa City, IA) 2019-2020.** Thomas was the project manager of this comprehensive operational analysis. Recommendations focused on improved coordination of services between the three operators, better serving major retail destinations, and simplifying the route network. Improving weekend service was another key element. Recommendations were implemented in 2022.
- **Reimagine SamTrans, SamTrans (San Mateo, CA) 2019-2022.** Thomas led a comprehensive operational analysis to improve mobility in San Mateo County. Challenges being addressed include extremely variable running times, scheduling practices, changes in ridership and demographic patterns, and leveraging the Caltrain electrification improvements. A multi-phase implementation plan was developed, and the first phase was implemented in October 2022.
- **Torrance Transit Comprehensive Operational Analysis, City of Torrance (Torrance, CA) 2018-2019.** Principal-in-Charge for a comprehensive assessment of transit service that included an analysis of existing and future conditions, a robust community engagement plan, development of service improvements, and a capital improvement plan.
- **GoDurham Short-Range Transit Plan, (Durham, NC) 2018-2019.** Thomas led a project that restructured GoDurham service to address on-time performance and improve frequency in the highest ridership corridors. Without increasing budget, an additional 9 miles of 15-minute all day service were developed. Service was implemented in January 2020.
- **Chapel Hill Transit Short- and Long-Range Plan (Chapel Hill, NC), 2017-2019.** Thomas was the project manager of a project to better match Chapel Hill Transit's service network with current and projected demands. Service levels on the highest ridership areas were improved and Sunday service on limited routes was recommended. Long-term improvements focused on new high-capacity corridors and serving new development. Recommendations are expected to be implemented in August 2020.
- **Long Beach Transit Comprehensive Operational Analysis, Long Beach Transit (Long Beach, CA) 2016-2018.** Thomas served as project manager for a line-by-line analysis designed to shape the future of LBT's services. This study evaluated and optimized the network to better meet the needs of Long Beach and its surrounding communities today. Branded as the Systemwide Transit Analysis and Reassessment (STAR) Initiative, this process culminated in a roadmap for improvements to transit service over the next ten years. In addition, supporting elements to the service plan were developed in the form of a series of white papers on topics such as fare policy, speed and reliability improvements, public information practices, and emerging mobility services.

# Brendan Rahman, Associate Principal

## Advisor



For over 10 years, Brendan has helped tell the transportation story by bringing together clear communication, vivid graphic design, and thoughtful analysis. He produces compelling data visualizations, maps, outreach materials, and summary documents for a wide range of audiences—including community members, key stakeholders, staff, and elected officials. His work spans transit, walking, biking, curb management, and commute strategies. In addition to graphics, Brendan is proficient at project management, data analysis, and geographic information systems.

## Education

M.S., Urban Planning, McGill University, 2013  
B.A., Economics and Geography, McGill University, 2009

## Experience

### Nelson\Nygaard Consulting Associates, Inc.

Visual Communications Manager, 2020–Present; Associate, 2015–2020

- **Turlock Short-Range Transit Plans (City of Turlock, CA) 2015–2016, 2019–2020.** Design lead and deputy project manager. Developed new branding, bus stop signs, and bus stop information materials. Produced improved print rider guides for fixed-route and paratransit services, including easier-to-read system maps and schedules. Conducted a bus stop inventory and created an easy-to-understand bus stop infrastructure and maintenance map.
- **SFMTA Muni Forward Progress Report (San Francisco, CA) 2024.** Design lead. Developed a storyboard, text, graphics, and layout for a 10-year retrospective report for the Muni Forward program. More broadly, Brendan helped SFMTA showcase the benefits of bus reliability improvements, targeting non-technical and technical audiences.
- **Translink Bus Speed and Reliability Report (Greater Vancouver, BC) 2022–2023.** Design lead. Developed infographics and laid out the report. Brendan helped Translink explain the importance of bus speed and reliability, as well as next steps for the system.
- **MBTA Bus Priority Toolkit (Greater Boston, MA) 2022–2023.** Developed infographics and diagrams to explain transit priority treatment, including signal priority phasing and transit lanes. Laid out the document including accessibility.
- **UTA Long Range Transit Plan (Greater Salt Lake City, UT) 2022–2023.** Design lead. Developed infographics, icons, diagrams, and route profiles. Laid out the plan document.
- **JTRAN Comprehensive Operational Analysis Implementation Support (City of Jackson, MS) 2022–2024.** Redesigned the JTRAN bus system map, passenger information materials, and bus stop signs. Prioritized ease of use for passengers. Assisted in the production of a new website for JTRAN.
- **Kitsap Long-Range Transit Plan, Kitsap Transit (Bremerton, WA) 2020–2022.** Design lead. Produced base maps, outreach materials, and final report deliverables. Created project graphics.
- **City of Commerce Transit COA Implementation Support (City of Commerce, CA) 2021.** Designed public-facing rider information materials, including a redesigned system map that is easy to read, schedules, and rider guide.
- **BCDCOG Bus Stop Guidelines (Berkeley-Charleston-Dorchester Council of Governments, SC) 2020–2021.** Developed stakeholder engagement activities to identify bus stop guidelines needs. Designed bus stop guideline graphics.

## Short- and Long-Range Transit Plan | Proposal

City of Turlock

- **SFMTA Transit Corridors Study (San Francisco, CA) 2019-2021.** Designed infographics, maps, reports, and presentations to help highlight transit priority measures and focus areas for transit investments in San Francisco.
- **Sound Transit System Access Implementation Plan (Greater Seattle, WA) 2019-2021.** Design lead. Produced infographics and final report, including a short, public-facing summary document.
- **Metro Regional Enhanced Transit Corridors (Greater Portland, OR) 2020.** Design lead. Developed maps, illustrations, infographics, templates, corridor sheets, and a short, public facing, highly graphic summary report.
- **Turlock Short-Range Transit Plans, 2016 and 2020, City of Turlock (CA) 2015-2020.** Design lead and deputy project manager. Developed new branding, bus stop signs, and bus stop information materials. Produced improved print rider guides for fixed-route and paratransit services, including easier-to-read system maps and schedules. Conducted a bus stop inventory and created an easy-to-understand bus stop infrastructure and maintenance map.
- **Connect OC-LA and OC Transit Vision, Orange County Transportation Authority (Orange County, CA) 2016-2020.** Design lead. Worked with OCTA to chart a 20-year vision for transit in Orange County. Created a project logos and branding. Developed public-facing summary documents. Produced outreach materials including boards, presentations, surveys, social media content, and business cards.
- **Kitsap Comprehensive Route Analysis, Kitsap Transit (Bremerton, WA) 2016-2018.** Produced a project base map that allowed for comparisons at different scales in Kitsap County. Conducted a market analysis using GIS and multiple data sources (Census, American Community Survey, commute surveys, business listings).
- **Kaua'i Short-Range Transit Plan, County of Kaua'i (HI) 2016-2018.** Helped Kaua'i redesign their transit system and schedules to provide more service with no additional operating costs. Led the scheduling efficiency analysis effort to develop new route schedules. Produced outreach boards, project website, and final project reports. Produced new community-facing rider information materials.
- **TransLink Downtown Layover and Bus Stop, TransLink (Vancouver, B.C.) 2016-2017.** Developed a GIS model to assess the viability of bus stop consolidation based on several indicators: stop spacing, ridership, transfer potential, on-time performance, existing stop infrastructure, and wheelchair boardings. Produced maps, graphics, and presentation materials.
- **Comprehensive Local Fixed Route Analysis, Pierce Transit (Lakewood, WA) 2016-2017.** Produced maps and analysis for different service alternatives based on cost-neutral and expansion scenarios. Developed outreach materials including community meeting boards, and graphics for an online participatory budgeting tool.
- **Transit Master Plan, Regional Transportation Authority of Middle Tennessee (Nashville, TN) 2015-2017.** Produced an online transit survey to assess public opinion regarding long range transit alternatives. Assisted in the design of a transit guide to help communicate transit planning to the public, as well as its importance for the region.
- **System Redesign, Cyride (Ames, IA) 2016.** Conducted demographic analyses to locate transit demand. Created route profiles. Produced maps, infographics, and outreach boards.
- **Transit System Plan, SunTran (St. George, UT) 2015-2016.** Developed the layout and graphics for an on-board transit survey as well as an online participatory budgeting tool. Generated ridership maps transit route alternative maps. Designed the layout for the graphics-rich executive summary of the final report.
- **Comprehensive Operational Analysis, Corpus Christi Regional Transportation Authority (Corpus Christi, TX) 2015.** Assisted in the development of an existing conditions report. Generated ridership maps, service scenario maps, and a system map. Produced outreach boards.

### Prior Experience

#### **Acacia Consulting and Research, 2012-2015**

Associate

#### **HealthBridge Foundation, Livable Cities Division, 2011-2015**

Urban Planning and GIS Consultant

# Annie Chan, Associate

## Planner



Annie believes in multimodal transportation solutions to help all people get to where they need to go. Annie combines her writing and data analysis skills with her passion for creating thriving, multimodal cities. She has conducted research on commute durations in southern California and public restroom access in Los Angeles County, as well as a comparative analysis on bicycle boulevard planning and implementation across several US cities. Prior to joining Nelson\Nygaard, Annie worked in the public sector, distilling complex global health issues into data-driven articles for a lay audience. These experiences shaped her interest in creating transportation solutions that are intuitive for everyone to understand and use.

## Education

Master of Urban and Regional Planning, UCLA, 2025  
B.S. Statistics, UCLA, 2016

## Experience

### **Nelson\Nygaard Consulting Associates, Inc.**

Associate, 2025–Present  
Intern, 2024–2025

- **Transportation Development Plan and Coordinated Human Services Transit Plan, Kern Council of Governments (Kern County, CA), 2025–Ongoing.** Annie is supporting the development of the Coordinated Human Services Transit Plan, a countywide document that identifies transportation needs for older adults, people with disabilities, and people with low incomes. She developed a needs assessment memo after participating in interviews with health services, education, and business affinity groups to understand transportation gaps across Kern County.
- **Irvine Transit Feasibility Study, City of Irvine (Irvine, CA), 2024–Ongoing.** Nelson\Nygaard is working with the City of Irvine to identify ways to explore possible new jurisdiction models for the provision and operation of public transportation services within City limits. Annie contributed to the existing conditions report and coordinated the data needs requests from the City and Orange County Transportation Authority.
- **Metro Bakersfield Long-Range Transit Plan, Kern Council of Governments (Bakersfield, CA), 2023–2024.** Nelson\Nygaard conducted a comprehensive survey of services provided by Golden Empire Transit (GET), the main transit agency for Bakersfield, to aid in ongoing post-pandemic recovery. Annie wrote the appendix summarizing the various community engagement events and activities conducted by the team.
- **Comprehensive Mobility Services Plan, Culver City Transportation Department (Culver City, CA), 2024–Ongoing.** Nelson\Nygaard is working with the City of Culver City to identify ways to improve existing mobility and fixed-route bus services. Annie participated in interviews with Dial-A-Ride managers to understand their existing service for seniors and people with disabilities and provide recommendations for future improvements.
- **2050 Long Range Transit Plan, Mountain Metro (Colorado Springs, CO), 2023–2024.** Nelson\Nygaard led the development of Mountain Metro’s updated long-range transit plan as a critical element of the Colorado Springs region’s 2050 Long Range Transportation Plan (LRTP) update. Annie served as the technical editor for the final report and authored alternative text for the report’s charts and images to align with Web Content Accessibility Guidelines.
- **Alameda Student Transit Pass Program, Alameda County Transportation Commission (Alameda County, CA), 2021–Ongoing.** Nelson\Nygaard works as a Schools Relations Manager for a program that provides over 30,000 free and reduced transit passes to low-income students in Alameda County. Annie helped update CRM tool forms for several K-12 schools to prepare for the 2024–2025 academic year.

## Short- and Long-Range Transit Plan | Proposal

City of Turlock

- **Transportation Demand Management Plan, CSU San Marcos (San Marcos, CA). 2025-Ongoing.** Annie supported in-person engagement to gather input on how campus affiliates travel and the barriers they face in and around campus. She also supported the development of the State of the System report to identify existing commuter programs and circulation of bicycles, pedestrians, and vehicles around the CSU San Marcos campus.
- **Campus Circulation Study, California State University Fullerton (Fullerton, CA), 2025.** Nelson\Nygaard built upon its previous work on the Transportation Demand Management Plan to improve overall campus circulation and reduce modal conflicts at campus gateways and through campus pathways. Annie supported engagement activities to identify concerns that faculty, staff, students, and other campus affiliates have when traveling on campus to inform future infrastructure projects.
- **Bicycle, Pedestrian, and Trails Master Plan Update, City of West Sacramento (West Sacramento, CA) 2025-Ongoing.** Nelson\Nygaard is leading efforts to expand the active transportation and recreation network in the City of West Sacramento. Annie led the development of memos about neighborhood electric vehicles (NEVs) and e-bikes to address interest and concerns in this emerging mobility field. Annie also supported the creation of the existing conditions report, making maps of pedestrian and bicycle facilities and leading the plan and policy review.
- **Lomita Citywide School Loading Zone Study, City of Lomita (Lomita, CA) 2025-Ongoing.** On a team with Toole Design, Nelson\Nygaard is addressing traffic and pedestrian and bicyclist safety surrounding Lomita schools, particularly during drop-off and pick-up times. Annie analyzed pedestrian and bicyclist conditions in ArcGIS to develop secondary routes to and from school.
- **Active Transportation Evaluation and Regional Technical Assistance, Caltrans (California) 2023-Ongoing.** Annie is supporting Caltrans in developing project profiles to showcase how jurisdictions across California use ATP grant funding to improve their mobility networks.
- **Vision Zero Action Plan, City and County of Honolulu (Honolulu, HI), 2024.** Nelson\Nygaard led efforts to identify community-informed actions to prioritize investments that support people over-represented in traffic crashes and address risks on Oahu's High Injury Location streets and intersections. Annie provided support in composing cut sheets detailing information about high-injury corridors and intersections to support safe equitable mobility for all.
- **Regional Mapping and Wayfinding, Metropolitan Transportation Commission (Bay Area, CA), 2022-Ongoing.** On a team with Applied Wayfinding, Nelson\Nygaard is aiding in systemwide governance and implementation, stakeholder engagement, and first-last mile considerations for a proposed new wayfinding system on behalf of the Metropolitan Transportation Commission (MTC) that will improve clarity and ease connections across the Bay Area's 27 unique transit systems. Annie is conducting stakeholder engagement to understand riders' current wayfinding concerns, creating multimodal movement plans to inform the strategy for the nine pilot sites, and exploring best practices for accessible wayfinding.
- **Move Culver City, City of Culver City (Culver City, CA), 2024-Ongoing.** Nelson\Nygaard is leading the second phase of the Move Culver quick build mobility lanes program. This includes conceptual design through final design and implementation. Annie is contributing to the existing conditions report for the Sepulveda Boulevard Corridor and creating persona profiles to better understand the mobility needs of all users.
- **Highways to Boulevards Reconnecting Communities Study, Southern California Association of Governments (Southern California), 2023-2025.** Nelson\Nygaard worked with SCAG to identify projects that remove, retrofit, or mitigate past harms and negative impacts caused by the rapid expansion of the freeway systems. Annie created stakeholder engagement materials to support community-based organizations' efforts to gather public feedback on key transportation barriers and identify projects that would be strong applicants for federal Reconnecting Communities grants.

# Bethany Rorem, Associate

## Planner



Bethany focuses on connectivity and mobility to create thriving transportation systems and the communities they serve. Bethany believes that people should have choices for how to get around and that those choices are accessible, safe, and equitable. With a background in community engagement, she looks forward to combining it with her planning experience on transit, infrastructure, and corridor projects.

Prior to Nelson\Nygaard, Bethany worked in the transportation demand management field with large businesses in Seattle to develop commuter benefits programs. Her TDM experience allows her to bring a people-centered focus to her planning work.

## Education

B.A., Urban Studies, University of Texas (Austin, TX), 2020

## Experience

### **Nelson\Nygaard Consulting Associates, Inc.**

Associate, 2024-Present

## Transit

- **Eastern Contra Costa County Transit Authority (ECCTA) Comprehensive Operational Analysis (Contra Costa County, CA) 2025.** Bethany assisted in the Comprehensive Operational Analysis of the Eastern Contra Costa Transit Authority (ECCTA), or Tri Delta Transit. Bethany assisted in developing the final report for the COA to share the route changes that Tri Delta Transit will implement.
- **Madera County Transit Sustainability and Long-Term Financial Strategy, Madera County Transportation Commission (Madera County, CA) 2025-Ongoing.** Bethany assisted with producing the existing conditions report and is supporting the evaluation metrics creation and approach.
- **Sacramento Regional Transit Comprehensive Operations Analysis, SacRT (Sacramento, CA) 2025-present.** SacRT is undertaking a COA to evaluate their service offerings and will update their Short- and Long-Range Transit Plans as part of the process. Bethany contributes to the data analysis for the on-board survey results and the Short Range Transportation Plan updates.
- **Student Transit Pass Program, Alameda CTC (Oakland and East Bay, CA) 2024-Ongoing.** Bethany is part of a team implementing the Student Transit Pass Program, which provides free transit passes to students at certain schools in the Bay Area. Alameda CTC has asked Nelson\Nygaard to assist with implementation by providing school liaisons to answer questions about the program, help school administrators approve applications and solve issues, provide marketing assistance, and evaluate student transit pass usage.
- **Access Forward, King County Metro (Seattle, WA) 2024-2025.** Metro is currently undertaking a multi-phased project with Nelson\Nygaard's support to envision the future of paratransit in King County. The firm is presently supporting Metro in guiding the next contract procurement process, and Bethany assists with data analysis of key metrics to support Metro in their decision.
- **Anaheim Transit Master Plan, City of Anaheim (Anaheim, CA) 2024-Ongoing.** The transit plan will recommend short and long-term infrastructure and service improvements for the transit agencies operating within Anaheim. Bethany contributes to the analysis for the existing conditions and future transit demand reports.
- **Better Bus, TriMet/Oregon Metro (Portland, Oregon) 2024-Ongoing.** The Better Bus project identifies potential bus speed and reliability projects within the TriMet service area. Bethany assists with creating visual communications and maps for each speed and reliability project to demonstrate their scope and projected

## Short- and Long-Range Transit Plan | Proposal

City of Turlock

benefits. Bethany also contributes to identifying potential bus stop and civil improvement locations along the Better Bus project areas.

- **Comprehensive Mobility Services Plan, City of Culver City (Culver City, CA) 2025-Ongoing.** Bethany assisted with developing ridership forecasts for the short and long-range recommendations in the plan.
- **Ferry Terminal Environmental Impact Statement (EIS), Kitsap Transit (Seattle, WA) 2025-Ongoing.** Kitsap Transit is currently undertaking an EIS to evaluate locations for a new passenger-only ferry terminal on the Seattle Waterfront. Nelson\Nygaard will produce the Transportation Assessment portion of the EIS. Bethany contributes to the analysis of multi-modal traffic along the Waterfront and serves as a liaison for key Seattle Department of Transportation staff during this evaluation process.
- **Gallatin Valley Long Range Transportation Plan (LRTP), Gallatin Valley Metropolitan Planning Organization (Gallatin County, MT) 2025-Ongoing.** The Gallatin Valley region is developing its first ever LRTP. Bethany serves as the deputy project manager and is contributing to the analysis for the existing conditions and transit-focused analysis for the LRTP.
- **Paratransit Accountability Study, Colorado Governor's Office (Denver, CO) 2025-Ongoing.** The legislature of the State of Colorado passed legislation in the 2025 session to provide an assessment of RTD's paratransit service. Nelson\Nygaard is producing a white paper to present to the committee and Governor's office, and Bethany is assisting with the research and production of the white paper.
- **RapidRide K Line Small Starts, King County Metro (King County, WA) 2025-present.** King County Metro is submitting a grant application to the Federal Transit Administration's (FTA) Capital Investment Grants (CIG) Program for funding for their RapidRide K Line project, the newest Bus Rapid Transit line planned for implementation in East King County by 2030. Bethany is currently assisting in writing the land use, zoning, and economic development portions of the grant.
- **Sun Metro Fare Evaluation, City of El Paso (El Paso, TX) 2024-2025.** As part of Sun Metro's comprehensive operations analysis, Sun Metro engaged Nelson\Nygaard to perform a third-party evaluation of their new contactless fare payment technology. Bethany analyzed ridership, revenue, and fare media usage data before and after the new technology was implemented to evaluate the effects the technology had.

### Prior Experience

#### **Commute Seattle, Seattle, WA**

Transportation Specialist, 2022-2024

#### **WeWork, Seattle, WA**

Community Lead - Enterprise, 2021-2022; Senior Community Associate, 2020-- -2021

# Jenny Choi, Associate

## Planner



Jenny is passionate about providing accessible transportation options tailored to the unique goals and characteristics of each community. She strives to address the mobility needs of diverse riders through a combination of informed data analysis and thoughtful community engagement.

Prior to joining Nelson\Nygaard, Jenny worked as a data analyst at a micromobility startup in Korea, where she designed tools to help optimize their e-scooter sharing service. Through internships at WalkBoston and the City of Cambridge, she collaborated on a variety of planning projects, from analyzing pedestrian crash data to building a city-wide solar panel database. During these experiences, Jenny developed her skills in GIS, urban data analytics, and community outreach while exploring her interests in pedestrian accessibility and multimodal transportation.

## Education

B.S., Urban Studies & Planning and Mathematics, Massachusetts Institute of Technology, 2022

## Experience

### **Nelson\Nygaard Consulting Associates, Inc.**

Associate, 2023–Ongoing

- **Wake Transit Plan Update, Capital Area Metropolitan Planning Organization (Wake County, NC) 2023–Ongoing.** As an associate planner, Jenny is supporting the Wake Transit Plan Update, a 10-year financially constrained investment strategy that will set the direction and key initiatives for the Wake Transit Plan, allocating nearly \$1 billion in transit projects. As part of this process, Jenny has supported the writing of a State of the Plan cataloguing progress since the last update in 2019; analysis of financial capacity based on existing and future revenues and investments; and the development of investment scenarios aligning with various community and stakeholder goals, as well as community engagement efforts to inform scenario planning.
- **Longwood Medical Area Bus Circulation Study, Massachusetts Bay Transportation Authority (Boston, MA) 2025–Ongoing.** Nelson\Nygaard is working with the MBTA to determine bus circulation through and in the Longwood Medical Area to support future phases of Bus Network Redesign, the MBTA’s redesigned bus network plan. As a GIS and data analyst, Jenny is supporting the analysis of existing conditions and challenges and the development and evaluation of circulation concepts, as well as coordination with other ongoing transportation studies and plans in the area.
- **Route Restoration and Equity Index Study, Utah Transit Authority (Salt Lake City, UT) 2024.** Jenny supported data analysis and methodology for a study to develop an equity index for UTA to help make service planning decisions. The index accounted for factors including disproportionate socioeconomic burdens, key community destinations, and existing transit quality. The equity index will be used to evaluate future service scenarios and guide decisions on which bus routes to restore coming out of the COVID-19 pandemic.
- **Fenway-Kenmore Transportation Action Plan, Boston Planning and Development Agency (Boston, MA) 2022–Ongoing.** As an associate planner, Jenny is involved in data analysis, mapping, and modeling efforts to establish a multimodal network vision for the Fenway-Kenmore area. This area-wide transportation plan will prioritize transit, active transportation, and safety investments in upcoming development in the area to achieve Go Boston 2030 and other Citywide goals.
- **Rhode Island Safe Streets Action Plan, Rhode Island Public Transit Authority (Providence, RI) 2024–Ongoing.** Jenny is supporting community engagement efforts, analyzing trends in crash data, and developing project, program, and policy recommendations for both local and statewide safety action plans. The Nelson\Nygaard

## Short- and Long-Range Transit Plan | Proposal

City of Turlock

team is working closely with eight Rhode Island municipalities and regional stakeholders on these road safety planning efforts.

- **Go Boston 2030 Update (Boston, MA) 2023-Ongoing.** Jenny is supporting the project team to review and update the 2017 GoBoston citywide multimodal transportation master plan. As part of this process, the project team is coordinating across City departments to track what has been accomplished and what needs to be done in the next six years for the City to stay on track with meeting the planning goals.
- **Summer Street Bus Lane Pilot Evaluation, City of Boston Transportation Department (On-Call Task Order) 2023-2024.** Jenny supported a before-and-after evaluation of the redesign of a major corridor connecting Boston's main shipping port and residential neighborhood through a booming mixed-use neighborhood to Downtown Boston. The evaluation covered a variety of performance and safety metrics, including multimodal volumes, person throughput, speeds, transit reliability, and bus/truck lane or bike lane violations.
- **Transit First Framework Development, City of Boston Transportation Department (On-Call Task Order) 2023-2024.** Jenny was involved in conducting peer research and internal stakeholder meetings to develop a policy and strategy to put transit first in the City's approach to transportation planning, design, analysis, and community engagement. Understanding that the City does not operate transit service, this policy covered the key issues that the City has direct control over or can influence through other actions.
- **Alexandria Real Estate TDM and Shuttle Analysis and Performance Monitoring, Alexandria Real Estate (Cambridge, MA) 2023-Ongoing.** As a project planner, Jenny is supporting ongoing efforts to manage and operate ARE's last-mile shuttle network, which launched in January 2023 and connects commuters to MBTA service. The project team monitors shuttle performance monthly to continuously look for chances to increase ridership and operational efficiency. This project will provide commute management solutions for ARE's Greater Boston portfolio, including opportunities to manage parking assets, promote public transit and bikeshare use, and improve shuttle service.
- **Tufts Veterinary Campus Parking Action Plan (Grafton, MA) 2024-Ongoing.** Jenny supported the analysis of occupancy data by user group. This analysis informed scenario modeling and the development of management and supply recommendations to accommodate campus population growth as class sizes and faculty expand.
- **Alnylam TDM and Shuttle Service Planning, Alnylam Pharmaceuticals (Cambridge, MA) 2023-2024.** Jenny led market analysis and parking capacity evaluation to support the Nelson\Nygaard team in developing commute management strategies for a growing company in Cambridge's Kendall Square biotechnology hub. Facing an imminent parking capacity crunch, the project team analyzed a variety of strategies for transit promotion, TDM program, or parking pricing under different return-to-office and employee growth scenarios.
- **Brown University Institutional Master Plan Transportation Element, Brown University (Providence, RI) 2022-2024.** Jenny supported with traffic data analysis and visualization for the transportation component of Brown's update of its institutional master plan. It integrated the recommendations for Around Brown, the transportation master plan completed by Nelson\Nygaard in 2021.
- **Brown University Flexible Parking Implementation, Brown University (Providence, RI) 2022-2024.** Nelson\Nygaard supported Brown University's efforts to design and implement a daily parking program. Jenny led an initial analysis of existing parking supply and demand in order to identify which lots and garages can be included in the program. The project helped Brown manage parking demand more effectively and encourage more people to commute by modes other than driving.

### Prior Experience

#### **SWING Mobility, Seoul, South Korea**

Product & Customer Insights Analyst, 2022

#### **MIT City Form Lab**

Undergraduate Researcher, 2022

#### **City of Cambridge Community Development Department (CDD)**





Urban Planning Data Intern, 2021-2022

# KATIE DEMAIO

COMMUNITY ENGAGEMENT SPECIALIST &  
OWNER AT AIM CONSULTING



## CONTACT

-  916-442-1168
-  kdemaio@aimconsultingco.com
-  Sacramento, CA
-  www.aimconsultingco.com

## SKILLS

- Project Management
- Community Relations
- Stakeholder Facilitation
- Time Management
- Leadership
- Effective Communication
- Critical Thinking
- Public Meetings

## FOCUS AREA

- Transportation
- Construction Management
- Transit
- Land Use
- Community Relations
- Environment

## REFERENCE

Najee Zarif, P.E.  
San Joaquin County  
Phone: 209.468.3053  
Email: nzarif@sjgov.org

## PROFILE

---

Katie is a facilitation and community engagement specialist with more than 12 years of strategic communication and community relations experience. Katie develops and implements public outreach plans to keep communities informed and engaged. She assists clients with creating content for ongoing messaging, collateral materials, social media content, and interactive online engagement tools for public information and community engagement. Katie also manages and coordinates logistics for stakeholder interviews, focus groups, community meetings, traveling workshops, and special events.

## PROJECT EXPERIENCE

---

### Transportation

- Broadway Complete Streets - City of Sacramento 2024
- Central City Mobility - City of Sacramento 2024
- West Texas Complete Street - City of Fairfield 2024
- SACOG Mobility Hub Framework - SACOG 2024
- Envision Broadway Oak Park - City of Sacramento 2024
- Folsom Blvd Class I Overcrossing Feasibility Study - City of Folsom 2024
- Envision Hopper Ave - Santa Rosa - 2023
- McKinley Interchange - City of Manteca 2024

### Transit

- Mendocino Transit Short Range Transit Plan - 2024
- MTD Moves Ahead - Santa Barbara Short-Range Transit Plan 2022
- Yuba Sutter Transit - Short-Range Transit Plan 2023
- North Valley Passenger Rail Strategic Plan - BCAG 2024

### Outreach Management

- General Plan Update 2040 - City of Sacramento 2024
- Mills Crossing Design Charrette - City of Rancho Cordova 2023
- Health Education Council - School Lunch Program Assessment 2024
- Citrus Heights Arcade Cripple Creek Construction Drone Videos 2024
- Parks Master Plan - El Dorado County 2023
- Stormwater Utility Rate Increase - City of Rancho Cordova 2023

## EDUCATION

---

<b>Bachelor of Arts</b>	2000-2004
James Madison University, Harrisonburg VA	

# Fred Gsell

## Vice President of Field Operations



### **Education:**

Master of Science -  
Biometry  
Louisiana State  
University Medical  
Center, New Orleans

Bachelor of Science  
Quantitative Business  
Analysis  
Louisiana State  
University, Baton  
Rouge

**Years of  
Experience:** 20+

**Registrations:**  
Transportation  
Research Board

### **Areas of Expertise:**

- Transit Survey Design
- Collection Methodology
- Sample Design
- Questionnaire Design
- Ancillary Collection Design
- Business Development
- Staff Management

Fred Gsell serves as a Project Manager and Director of Field Operations for ETC Institute. Over the last 15 plus years his primary focus has been on public transit research, specifically Origin – Destination (OD) Studies that were either targeting updates to local travel demand models (including Activity-based Modeling), transit planning, Title VI, Before and After Survey, and New and Small Starts projects. In addition, he also has led significant efforts in other areas of transit research, including customer satisfaction, market research, and user/non-user studies. These studies supported many different transit modes, including all forms of public bus, light rail, subway, commuter rail, and ferries. For these studies he has managed all elements involved including methodological design, questionnaire and sample design, data collection management, processing and expanding data, and report writing. In addition to transit studies, he has also been involved in high-speed rail feasibility studies, household travel studies, and other types of social science research.

Prior to joining ETC in January of 2013, he was a leader in transit management and research, business development, and managed the Statistical Services Department for NuStats in Austin, TX.

### **Relevant Project Management Experience since 2022**

- Denver, CO Onboard Survey, project manager
- Culver City, CA Onboard Survey, project manager
- Buffalo, NY Onboard Survey, project manager
- Seattle, WA Onboard Survey, project manager
- Los Angeles, CA Onboard Survey, project manager
- Charleston, SC Onboard Survey, project manager
- Fresno, CA Onboard Survey, project manager
- Anchorage, AK Onboard Survey, project manager
- Cincinnati, OH Onboard Survey, project manager
- Salt Lake City, UT Onboard Survey, project manager
- San Diego, CA Onboard Survey, project manager
- Hampton Roads Transit, VA Onboard Survey, project manager
- Broward County Transit, FL Onboard Survey, project manager
- Victor Valley, CA Onboard Survey, project manager
- Santa Clarita, CA Onboard Survey, project manager
- Columbus, OH Onboard Survey, project manager
- Reno, NV Onboard Survey, project manager
- Austin, TX Onboard Survey, project manager
- Las Vegas, NV Onboard Survey, project manager
- Minneapolis – St Paul, MN Onboard Survey, project manager
- San Antonio, TX Onboard Survey, project manager
- Charlotte, NC Onboard Survey, project manager
- Indianapolis, IN Onboard Survey, project manager
- Williamsburg, VA Onboard Survey, project manager
- Houston, TX Onboard Survey, project manager
- Albuquerque, NM Onboard Survey, project manager
- Tucson, AZ Onboard Survey, project manager

# Chris Tatham

## Project Principal, CEO



### **Education:**

M.B.A. Kansas State University, Management, graduated first in class

B.A. Princeton University, N.J. Economics/Political-Science, *magna cum laude*

**Years of Experience:**  
30+

**Registrations:**  
Certificate of Proficiency in Latin American Studies

Mr. Tatham has extensive experience with the design and administration of onboard transit surveys, external origin-destination surveys, household travel surveys, and other transportation related market research. During the past ten years, he has designed and supervised the administration of surveys in more than a dozen states. He specializes in the management of large data collection projects related to transportation and urban transit planning. Having been certified as a combat logistician by the U.S. Army Logistical Management College in Fort Lee, Virginia, Chris has superior skills for planning and coordinating complex tasks that are required for the successful administration of large on-site data collection efforts.

### **Relevant Project Experience (transit and other transportation)**

- Nashville (WeGo Transit) On-board Transit Survey, project manager
- Phoenix (Valley Metro) On-board Transit Survey, project manager
- Oakland (AC Transit), Onboard Transit Survey, project manager
- San Jose (VTA), Onboard Transit Survey, project manager
- San Francisco (Muni), Onboard Transit Survey, project manager
- Bay Area (BART) Onboard Transit Survey, project manager
- Phoenix Onboard Transit Survey, project manager
- Dallas Metroplex (NCTCOG) Onboard Transit Survey, project manager
- Hampton Roads Onboard Transit Survey, project manager
- Cleveland Area Regional Onboard Transit Survey, project manager
- St Louis (EWGCOG) Regional Onboard Transit Survey, project manager
- Charlotte Onboard Transit Survey, project manager
- Columbus Onboard Transit Survey, project manager
- Atlanta 20-County Regional Onboard transit survey, project manager
- Phoenix (Valley Metro) Onboard Transit survey, project manager
- Honolulu Onboard Transit Survey, project manager
- Tyler-Longview Workplace Survey
- San Antonio Comm Vehicle Survey
- Waco Household Travel Survey
- Waco Commercial Vehicle Survey
- Waco Workplace Survey
- Killeen-Temple HTS
- Killeen-Temple Comm Vehicle Survey
- Killeen-Temple Workplace Survey
- Detroit (SEMCOG) Commercial Vehicle Survey
- Ohio DOT Statewide Customer Assessment Survey
- Maricopa Association of Governments Establishment Survey
- Denver (DRCOG) Commercial Vehicle Survey
- Kansas DOT Statewide Customer Satisfaction Survey
- Tennessee DOT Statewide Customer Satisfaction Survey
- San Antonio Area Transportation Needs Assessment Surveys
- DirectionFinder National City Services Survey
- National COVID-19 Health Assessment Survey

## Staff Hours and Availability

Below we have indicated the anticipated hours of service for each individual assigned to work on this project per the RFP and evaluation criteria.

Staff	Estimated Hours	Estimated Availability
Peter Soderberg, Project Manager (NN)	112	20%
Derek Cheah, Deputy Project Manager (NN)	204	20%
Thomas Wittmann, Principal-in-Charge (NN)	20	10%
Brendan Rahman, Advisor (NN)	60	10%
Bethany Rorem, Planner (NN)	196	25%
Jenny Choi, Planner (NN)	196	25%
Annie Chan, Planner (NN)	360	35%
Katie DeMaio, Community Engagement Specialist (AIM)	63	20%
Fred Gsell, Survey Lead (ETC)	80	20%
Christopher Tatham, Survey Support (ETC)	4	10%

## SIMILAR PROJECTS

Nelson\Nygaard has served hundreds of transit clients, and we are proud of our record of positive relationships with them—enjoyed both during and after project completion. Some of our most relevant projects are highlighted on the following pages and include a reference. Each reference can speak to our team’s depth of transit planning experience, effective project management skills, deliverables, and project outcomes. We have also included projects from our subconsultant partners.



## Livermore, CA

# LAVTA Comprehensive Operational Analysis

Nelson\Nygaard conducted a Comprehensive Operational Analysis (COA) for the Livermore-Amador County Transit Authority (LAVTA). This project was a comprehensive assessment of all LAVTA fixed-route services, which consist of local routes serving the Tri-Valley cities of Dublin, Pleasanton, and Livermore, with an additional express route connecting to Walnut Creek. Nelson\Nygaard analyzed the existing performance of LAVTA services and conducted an extensive market analysis, including a household telephone survey and onboard rider survey. We developed a short-term service plan with a focus on the following goals:

- Improved ridership and farebox recovery of Rapid service, a BRT service connecting cities in the Tri-Valley
- Improved access to BART rail service
- Reduced duplication of service
- Simplified service

Nelson\Nygaard developed an innovative approach to improving BART access: leverage partnerships with pooled ride-hailing and local taxi services to replace a low-productivity fixed-route service. Multiple subsidy models and service areas were discussed in piloting “Go Dublin”—a user-side subsidy program in partnership with Uber, Lyft, and De Soto Cab—in January 2017. The COA also developed a roadmap for the future of transit in the Tri-Valley. Long-term recommendations include capital improvements, park-and-ride based service, increased service levels to neighborhoods, and improved BART and ACE feeder and distributor services. **LAVTA ridership had increased 21% since implementation of Nelson\Nygaard’s recommendations** and was one of the few systems with ridership growth between 2017 and 2019. Since 2019, Nelson\Nygaard has assisted LAVTA to update their short- and long-range transit plan. Our recommendations provide a series of improvements to LAVTA’s transit network that proactively serve future growth areas in the region. It also aligns with public priorities and new regional transit investments in the Tri-Valley. The final report was completed in 2024.

---

### Project Duration

2014–2016, 2019–2024

---

### Client

Livermore-Amador County  
Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

---

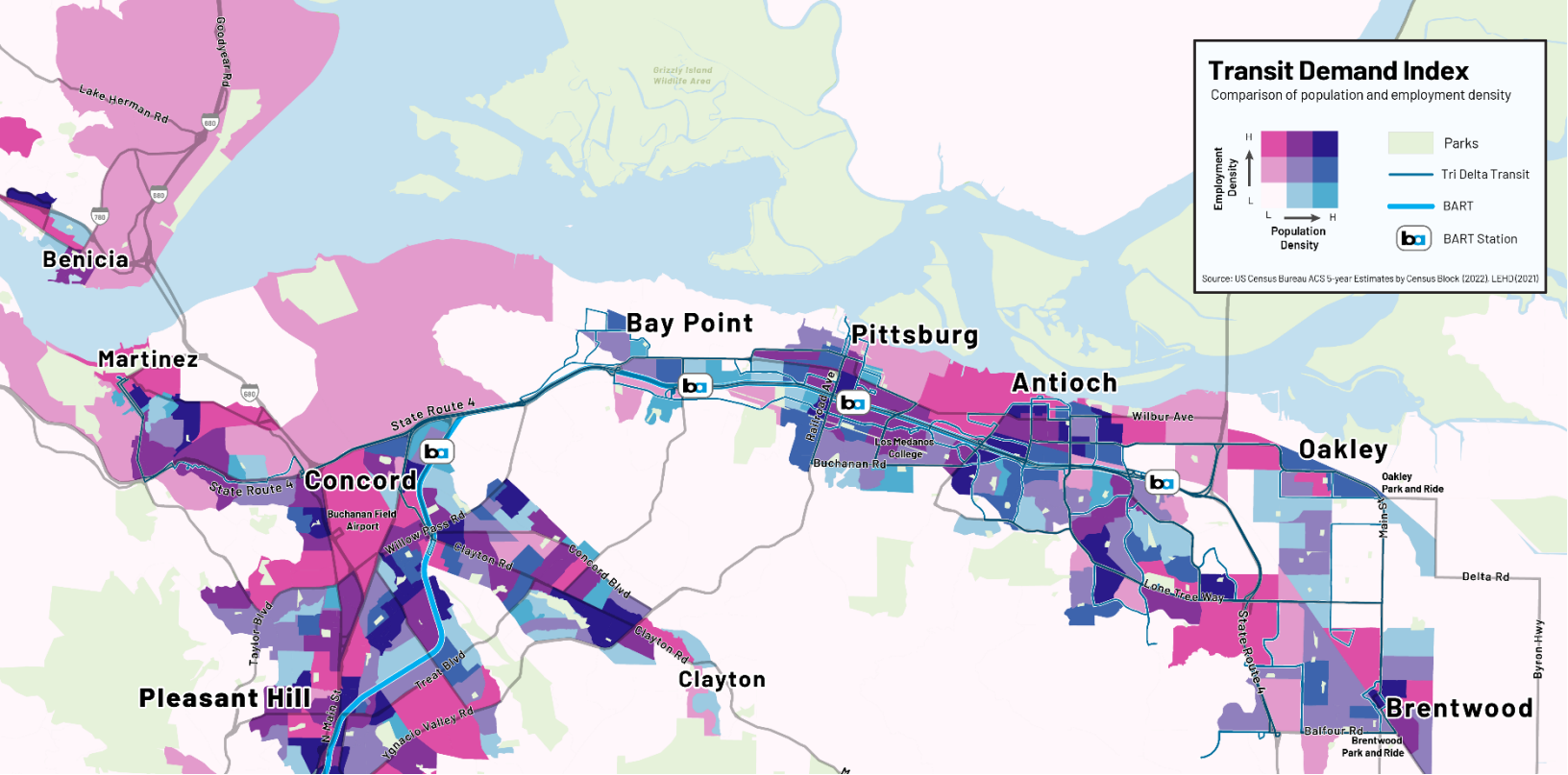
### Client Contact

Christy Wegener,  
Executive Director  
925-455-7555  
[cwegener@lavta.org](mailto:cwegener@lavta.org)

---

### Key Staff

Thomas Wittmann,  
Principal-in-Charge  
Peter Soderberg, Project  
Manager



## Antioch, CA

# Revitalize Tri Delta Transit COA

In 2023, Tri Delta Transit was at a crossroads. Eastern Contra Costa County had continued to grow with traditionally more affordable housing than much of the Bay Area. That growth was an impetus for the BART extension serving Bay Point, Pittsburg, and Antioch which opened in 2018. Yet, Tri Delta Transit’s ridership has not grown in conjunction with continued economic development. By 2023, the average systemwide ridership was only six passengers per hour. An optimization study was conducted during the pandemic to help bring back ridership. However, results were disappointing: Tri Delta Transit was operating more service hours than before the pandemic, yet ridership was still significantly less.

*Revitalize Tri Delta Transit* is an ambitious plan to transform service—not just make small tweaks—all within existing funding levels. Led by Nelson\Nygaard, this comprehensive operational analysis focused on the riders’ experience by centering the priorities of current riders and the greater East County community identified during phase one of the engagement process. Key objectives included streamlining fixed-route service to be more direct, as well as adjusting to changing travel patterns in a post-pandemic operating environment.

After undertaking a data-driven market assessment and existing conditions analysis, Nelson\Nygaard developed two alternatives to transform service, focusing on different tradeoffs and benefits for riders. After presenting these alternatives for public input, we developed a preferred alternative that combines the best aspects of each alternative. **The preferred alternative expands innovative services in low density areas; reduces duplication of service; and includes a 900% increase in the number of jobs, residents, and low-income residents that have access to 30-minute bus service—all at no additional operating costs.**

### Project Duration

2024-2025

### Client

Eastern Contra Costa  
Transit Authority  
801 Wilbur Avenue  
Antioch, CA 94509

### Client Contact

Toan Tran  
Chief Operating Officer  
925-848-1603  
[ttran@eccta.org](mailto:ttran@eccta.org)

### Key Staff

Thomas Wittmann, Project  
Manager  
Peter Soderberg, Deputy  
Project Manager



## Glendora, CA

# Glendora Short-Range Transit Plan

The Glendora Short-Range Transit Plan involves a comprehensive review of Glendora’s shuttle and Dial-A-Ride services. With travel patterns changing following the pandemic and the new A Line Station opening in Glendora in 2025, there is an opportunity to examine the service and recommend changes.

Nelson\Nygaard kicked off the project with an examination of systemwide ridership, regional travel patterns, and a market analysis. Phase 1 outreach from the public helped to identify the barriers to using transit in the community and the community’s biggest priorities for improving transit.

Through a series of workshops with the city, we developed a new all-day community shuttle route to connect to the new A Line station and retail and commercial areas that were previously not served by Glendora Transit. We also identified minor changes to the school routes to make them more direct and easier to understand.

Phase 2 public outreach presented the proposed changes to the community and gathered strong, positive feedback. We developed a service plan and schedule was developed to go with the proposed changes, along with an implementation plan that identified bus stop locations for the new service. We also refreshed Glendora Transit’s marketing materials and schedules. The project is currently in the final documentation stage and preparing for city council adoption.

---

### Project Duration

2023-Ongoing

---

### Client

City of Glendora,  
Transportation Division  
410 E. Dalton Avenue  
Glendora, CA 91741

---

### Client Contact

Vanessa Nalbandian  
Former Management  
Analyst, City of Glendora  
909-596-7664 ext. 0  
[vanessa@pvtrans.org](mailto:vanessa@pvtrans.org)

---

### Key Staff

Thomas Wittman, Principal-  
in-Charge



## Madera, CA

# Beyond 2026: Madera County Long-Term Financial Strategy

Madera County’s three transit operators—Madera County Connection, Madera Metro, and Chowchilla Area Transit—face various challenges in maintaining long-term financial sustainability, including inconsistent ridership recovery and growth since the Covid-19 pandemic, uncertain state and federal funding sources, and insufficient staff capacity to deliver on committed plans and projects. In parallel, the California State Transportation Agency (CalSTA) has mandated the development of a long-term financial plan to demonstrate the implementation of ridership recovery and retention strategies and forecast future operating funding requirements.

Nelson\Nygaard is working with the Madera County Transportation Commission (MCTC) to customize a financial model to analyze various future funding scenarios to comply with CalSTA Senate Bill (SB) 125 requirements. Beyond that, in collaboration with MCTC and the three transit operators, we are developing and evaluating a wide range of service, operational, and capital strategies to grow ridership, deliver service more efficiently, and prioritize capital investments. Our approach centers on a multi-criteria evaluation framework that accounts for the various stakeholders’ shared and individual goals.

Our collaboration with MCTC and its member transit operators will ensure that they are not only well positioned to benefit from future state discretionary funding, but also ready to pursue long-term strategies and actions that can benefit their bottom line in various ways.

---

### Project Duration

2025-Ongoing

---

### Client

Madera County  
Transportation Commission  
2001 Howard Rd  
Madera, CA 93637

---

### Contact

Natalia Austin, Senior  
Regional Planner  
559-675-0721 ext.6  
[naustin@maderactc.org](mailto:naustin@maderactc.org)

---

### Key Staff

Derek Cheah, Project  
Manager  
Bethany Rorem, Planner

## AIM EXPERIENCE

### Santa Barbara Metropolitan Transit District - MTD Moves Ahead

Client: Santa Barbara Metropolitan Transit District (MTD)

Dates: October 2021 – June 2023

Reference: Hillary Blackerby, Planning and Marketing Manager, Santa Barbara Metropolitan Transit District, hblackerby@sbmtd.gov, 805.963.3364 x218

In October 2021, Santa Barbara MTD launched MTD Moves Ahead, which was a community process to create a Short-Range Transit Plan to guide the development of their bus service, infrastructure investment, and identification of capital needs for MTD’s bus system over the following five years. To prioritize the community’s needs and desires for bus services, MTD sought community input from everyone, including current riders, non-riders, employees, employers, students, people with disabilities, seniors, and civic leaders. The nine-month-long (October 2021-June 2022) community engagement process involved collecting public feedback on the local bus system, community priorities for service, and what should be improved for the future.

The graphic features a teal background with palm tree silhouettes. At the top, it says "Share your priorities for transit in our community" and "Comparta sus prioridades para el tránsito en nuestra comunidad". Below this is a bus icon. The first section, "1. Virtual Listening Session / Sesión de escucha virtual", is scheduled for Wednesday, October 20, 5:30-7:00 PM, with registration links for English and Spanish. The second section, "2. Online Survey / Encuesta en línea", includes QR codes for both languages. At the bottom, it says "Let's design a better future together!" and "¡Diseñemos juntos un futuro mejor!". The MTD logo is also present.

Public outreach activities developed by AIM included the following:

- Virtual Listening Session
- Project Surveys (2)
- Pop-up workshops (3)
- Informational Video
- Public Information & Notification
- Communication Collateral



## ETC EXPERIENCE

### Tucson Transit On-Board Survey

Client: City of Tucson, AZ

Dates: 2015, 2019, 2022, 2025

Reference: Davita Mueller, 520-206-8825, [davita.mueller@tucsonaz.gov](mailto:davita.mueller@tucsonaz.gov)

ETC Institute conducted a system-wide transit on-board study in the city of Tucson, most recently in 2025. ETC collected more than 10,000 OD interviews from riders on the Tucson area transit systems consisting of both bus and rail services on SunTran and SunLink. The project also collected on-to-off counts for select SunTran routes. The purpose of the Tucson Transit On-Board Survey was to garner information regarding transit users' travel patterns and trip-making behavior for the following reasons:

- Comply with Title VI & Environmental Justice analysis and reporting
- Comply with and enhance regional transit studies (e.g., High-Capacity Transit Study)
- Update Pima Association of Governments (PAG's) Regional Travel Model

The primary objectives of the Tucson Transit Onboard Survey are as follows:

- Incorporate data into the City of Tucson Transit Title VI Program
- Obtain the best quality data from all segments of public transportation users
- Obtain the best statistical quality of survey sample along transit routes as required to enhance the effectiveness of the regional transit model

### RTD Transit On-Board Survey

Client: Denver Regional Transit District (RTD), CO

Dates: 2015, 2019, 2024

Reference: Lee Cryer, 303-299-2410, [lee.cryer@rtd-denver.com](mailto:lee.cryer@rtd-denver.com)

ETC Institute conducted a system transit on-board study in the Denver Boulder area in 2024. ETC collected more than 20,000 OD interviews from riders on the Denver- Boulder area transit system consisting of both bus and rail services. The project also collected on-to-off counts for select RTD routes.

The purpose of the Denver Transit On-Board Survey was to garner information regarding transit users' travel patterns and trip-making behavior for the following reasons:

- RTD, along with the local MPO and COG will use the data for travel model estimation, calibration, and validation to support transportation planning decisions
- RTD will support a Full Funding Grant Agreement (FFGA) for a portion of the Eagle P3 project and a Small Starts Grant Agreement (SSGA) for the Southeast Rail Extension (SERE) project
- The surveys conducted in this project will serve as the "After" surveys for the Gold Line and SERE, which opened in April 2019 and May 2019, respectively, and support transit planning for the entire Denver region
- The data will be used to comply with Title VI & Environmental Justice analysis and reporting

# FEE PROPOSAL

The total fee for this project is \$299,949 for all tasks presented in the scope of work of this proposal. The detailed budget below shows the breakdown of costs by task and hours per team member.

## Nelson\Nygaard Costs

		Nelson\Nygaard Labor Costs							NN Labor	
		Wittmann, Thomas	Soderberg, Peter	Cheah, Derek	Rahman, Brendan	Associate 2	Associate 1	DeLucchi, Gina	Hours	Cost
		Senior Principal 2	Associate Principal 1	Associate Principal 1	Associate Principal 1	Associate 2	Associate 1	Senior Project Accountant		
Bill Rate		320.00	215.00	215.00	215.00	150.00	130.00	175.00		
Phase	Description									
<b>1.00 Short-Range Transit Plan</b>										
1.10	Project Management and Coordination	4.00	40.00	60.00				12.00	116.00	24,880.00
1.20	Data Collection and Existing Conditions Analysis		4.00	8.00	4.00	60.00	60.00		136.00	20,240.00
1.30	Public and Stakeholder Engagement		4.00	8.00			8.00		20.00	3,620.00
1.40	Goals, Objectives, and Performance Standards	2.00	4.00	8.00	4.00	16.00			34.00	6,480.00
1.50	Service Planning and Alternatives Analysis	4.00	8.00	12.00	8.00	60.00	60.00		152.00	24,100.00
1.60	Technology and Innovation Strategy		4.00	4.00		16.00	24.00		48.00	7,240.00
1.70	Marketing and Outreach Plan		4.00	4.00		24.00	16.00		48.00	7,400.00
1.80	Capital and Financial Planning		4.00	12.00	8.00	24.00	24.00		72.00	11,880.00
1.90	Draft and Final Short-Range Transit Plan	4.00	8.00	24.00	8.00	80.00	64.00		188.00	30,200.00
<b>Phase 1.00 Total</b>		<b>14.00</b>	<b>80.00</b>	<b>140.00</b>	<b>32.00</b>	<b>280.00</b>	<b>256.00</b>	<b>12.00</b>	<b>814.00</b>	<b>136,040.00</b>
<b>2.00 Long-Range Transit Plan</b>										
2.10	Review and Integration		2.00	4.00			8.00		14.00	2,330.00
2.20	Visioning and Scenario Development	2.00	4.00	8.00	4.00	16.00			34.00	6,480.00
2.30	Service and Network Expansion Analysis	2.00	8.00	12.00	8.00	24.00	24.00		78.00	13,380.00
2.40	Infrastructure and Capital Program		4.00	8.00	4.00	16.00	16.00		48.00	7,920.00
2.50	Financial and Implementation Plan		4.00	8.00	4.00	16.00	16.00		48.00	7,920.00
2.60	Public Outreach and Stakeholder Engagement		2.00	8.00					10.00	2,150.00
2.70	Draft and Final Long-Range Transit Plan	2.00	8.00	16.00	8.00	40.00	40.00		114.00	18,720.00
<b>Phase 2.00 Total</b>		<b>6.00</b>	<b>32.00</b>	<b>64.00</b>	<b>28.00</b>	<b>112.00</b>	<b>104.00</b>	<b>-</b>	<b>346.00</b>	<b>58,900.00</b>
<b>TOTAL HOURS</b>		<b>20.00</b>	<b>112.00</b>	<b>204.00</b>	<b>60.00</b>	<b>392.00</b>	<b>360.00</b>	<b>12.00</b>	<b>1,160.00</b>	<b>194,940.00</b>
<b>SUBTOTAL BILLABLE COSTS</b>		<b>6,400.00</b>	<b>24,080.00</b>	<b>43,860.00</b>	<b>12,900.00</b>	<b>58,800.00</b>	<b>46,800.00</b>	<b>2,100.00</b>		<b>194,940.00</b>

Budget continued on the following page

**AIM Costs**

		AIM Consulting					AIM Consulting	
		DeMaio, Katie	Outreach Manager	Molina, Felix	Outreach Coordinator	Tran, Darlene	Labor	
		Senior Outreach Manager	Outreach Manager	Senior Outreach Coordinator	Outreach Coordinator	Graphic Designer	Hours	Cost
Bill Rate		\$191.31	\$160.28	\$142.33	\$106.32	\$218.53		
Phase	Description							
<b>1.00 Short-Range Transit Plan</b>								
1.10	Project Management and Coordination						-	-
1.20	Data Collection and Existing Conditions Analysis						-	-
1.30	Public and Stakeholder Engagement	47.00	40.00	47.00	92.00	25.00	251.00	37,336.97
1.40	Goals, Objectives, and Performance Standards						-	-
1.50	Service Planning and Alternatives Analysis						-	-
1.60	Technology and Innovation Strategy						-	-
1.70	Marketing and Outreach Plan	4.00	2.00			12.00	18.00	3,708.16
1.80	Capital and Financial Planning						-	-
1.90	Draft and Final Short-Range Transit Plan						-	-
<b>Phase 1.00 Total</b>		<b>51.00</b>	<b>42.00</b>	<b>47.00</b>	<b>92.00</b>	<b>37.00</b>	<b>269.00</b>	<b>41,045.13</b>
<b>2.00 Long-Range Transit Plan</b>								
2.10	Review and Integration						-	-
2.20	Visioning and Scenario Development						-	-
2.30	Service and Network Expansion Analysis						-	-
2.40	Infrastructure and Capital Program						-	-
2.50	Financial and Implementation Plan						-	-
2.60	Public Outreach and Stakeholder Engagement	12.00		6.00	8.00	8.00	34.00	5,748.50
2.70	Draft and Final Long-Range Transit Plan						-	-
<b>Phase 2.00 Total</b>		<b>12.00</b>	<b>-</b>	<b>6.00</b>	<b>8.00</b>	<b>8.00</b>	<b>34.00</b>	<b>5,748.50</b>
<b>TOTAL HOURS</b>		<b>63.00</b>	<b>42.00</b>	<b>53.00</b>	<b>100.00</b>	<b>45.00</b>	<b>303.00</b>	<b>46,793.63</b>
<b>SUBTOTAL BILLABLE COSTS</b>		<b>12,052.53</b>	<b>6,731.76</b>	<b>7,543.49</b>	<b>10,632.00</b>	<b>9,833.85</b>		<b>46,793.63</b>
<b>SUBCONSULTANT MARKUP</b>								<b>-</b>
<b>TOTAL COSTS</b>								<b>46,793.63</b>

Budget continued on the following page

**ETC Costs and Subconsultant Totals**

Phase	Description	ETC Institute										ETC Institute		Total Subconsultants Labor Hours	Total Subconsultants Labor Costs
		Tatham, Chris	Gsell, Fred	GIS Manager	Data Manager	QA/QC Manager	Senior Researcher	Analyst	Field Supervisor	Support Staff Supervisor	Support Staff	Labor			
		Project Advisor	Project Manager	GIS Manager	Data Manager	QA/QC Manager	Senior Researcher	Analyst	Field Supervisor	Support Staff Supervisor	Support Staff	Hours	Cost		
Bill Rate	\$282.90	\$231.65	\$259.07	\$231.65	\$190.98	\$152.03	\$89.45	\$101.01	\$121.72	\$70.91					
<b>1.00 Short-Range Transit Plan</b>															
1.10	Project Management and Coordination													-	-
1.20	Data Collection and Existing Conditions Analysis													-	-
1.30	Public and Stakeholder Engagement	4.00	80.00	24.00	14.00	32.00	32.00	16.00	80.00	2.00	22.00	306.00	51,415.52	557.00	88,752.49
1.40	Goals, Objectives, and Performance Standards													-	-
1.50	Service Planning and Alternatives Analysis													-	-
1.60	Technology and Innovation Strategy													-	-
1.70	Marketing and Outreach Plan													18.00	3,708.16
1.80	Capital and Financial Planning													-	-
1.90	Draft and Final Short-Range Transit Plan													-	-
	<b>Phase 1.00 Total</b>	<b>4.00</b>	<b>80.00</b>	<b>24.00</b>	<b>14.00</b>	<b>32.00</b>	<b>32.00</b>	<b>16.00</b>	<b>80.00</b>	<b>2.00</b>	<b>22.00</b>	<b>306.00</b>	<b>51,415.52</b>	<b>575.00</b>	<b>92,460.65</b>
<b>2.00 Long-Range Transit Plan</b>															
2.10	Review and Integration													-	-
2.20	Visioning and Scenario Development													-	-
2.30	Service and Network Expansion Analysis													-	-
2.40	Infrastructure and Capital Program													-	-
2.50	Financial and Implementation Plan													-	-
2.60	Public Outreach and Stakeholder Engagement													34.00	5,748.50
2.70	Draft and Final Long-Range Transit Plan													-	-
	<b>Phase 2.00 Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>34.00</b>	<b>5,748.50</b>
	<b>TOTAL HOURS</b>	<b>4.00</b>	<b>80.00</b>	<b>24.00</b>	<b>14.00</b>	<b>32.00</b>	<b>32.00</b>	<b>16.00</b>	<b>80.00</b>	<b>2.00</b>	<b>22.00</b>	<b>306.00</b>	<b>51,415.52</b>	<b>609.00</b>	<b>98,209.15</b>
	<b>SUBTOTAL BILLABLE COSTS</b>	<b>1,131.60</b>	<b>18,531.66</b>	<b>6,217.63</b>	<b>3,243.04</b>	<b>6,111.47</b>	<b>4,864.88</b>	<b>1,431.12</b>	<b>8,080.68</b>	<b>243.44</b>	<b>1,560.00</b>		<b>51,415.52</b>		<b>98,209.15</b>
	<b>SUBCONSULTANT MARKUP</b>														
	<b>TOTAL COSTS</b>												<b>51,415.52</b>		<b>98,209.15</b>

Budget continued on the following page

**Final Totals**

		Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Misc. Expenses	Total Direct Expenses	Total Costs
Bill Rate							
Phase	Description						
<b>1.00 Short-Range Transit Plan</b>							
1.10	Project Management and Coordination	116.00	24,880.00			-	24,880.00
1.20	Data Collection and Existing Conditions Analysis	136.00	20,240.00			-	20,240.00
1.30	Public and Stakeholder Engagement	577.00	92,372.49	4,500.00	2,000.00	6,500.00	98,872.49
1.40	Goals, Objectives, and Performance Standards	34.00	6,480.00			-	6,480.00
1.50	Service Planning and Alternatives Analysis	152.00	24,100.00			-	24,100.00
1.60	Technology and Innovation Strategy	48.00	7,240.00			-	7,240.00
1.70	Marketing and Outreach Plan	66.00	11,108.16			-	11,108.16
1.80	Capital and Financial Planning	72.00	11,880.00			-	11,880.00
1.90	Draft and Final Short-Range Transit Plan	188.00	30,200.00			-	30,200.00
<b>Phase 1.00 Total</b>		<b>1,389.00</b>	<b>228,500.65</b>	<b>4,500.00</b>	<b>2,000.00</b>	<b>6,500.00</b>	<b>235,000.65</b>
<b>2.00 Long-Range Transit Plan</b>							
2.10	Review and Integration	14.00	2,330.00			-	2,330.00
2.20	Visioning and Scenario Development	34.00	6,480.00			-	6,480.00
2.30	Service and Network Expansion Analysis	78.00	13,380.00			-	13,380.00
2.40	Infrastructure and Capital Program	48.00	7,920.00			-	7,920.00
2.50	Financial and Implementation Plan	48.00	7,920.00			-	7,920.00
2.60	Public Outreach and Stakeholder Engagement	44.00	7,898.50	300.00		300.00	8,198.50
2.70	Draft and Final Long-Range Transit Plan	114.00	18,720.00			-	18,720.00
<b>Phase 2.00 Total</b>		<b>380.00</b>	<b>64,648.50</b>	<b>300.00</b>	<b>-</b>	<b>300.00</b>	<b>64,948.50</b>
<b>TOTAL HOURS</b>		<b>1,769.00</b>			<b>2,000.00</b>		<b>609.00</b>
<b>SUBTOTAL BILLABLE COSTS</b>			<b>293,149.15</b>	<b>4,800.00</b>	<b>2,000.00</b>	<b>6,800.00</b>	<b>299,949.15</b>
<b>SUBCONSULTANT MARKUP</b>							<b>-</b>
<b>TOTAL COSTS</b>							<b>299,949.15</b>

**City Council Staff Report**  
**March 24, 2026**



From: Christopher Fisher, Municipal Services Director  
 Prepared by: Fred Pezeshk, P.E., Roads Program Manager  
 Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving Amendment No. 19 for Task Order No. 5B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock’s Roads Initiative Program in the amount of \$59,887.03 to be funded by Fund 115 “Measure A – Roads” for Bid Package 3 for City Project No. 23-067 as “NV5 CM Task Order No. 5B for City Project No. 23-067, Bid Package 3”

**2. NARRATIVE:**

On February 25, 2025, the City Council approved Task Order No. 5 as Amendment No. 10 under the terms of the Master Agreement with NV5, Inc. to provide Construction Management and Inspection Services for City Project No. 23-067, Bid Package 3, which includes the following streets:

City Project No. 23-067 Bid Package 3				
Street Name	From	To	Length (ft)	District
N. Quincy Rd.	Marie Dr.	E. Hawkeye Ave.	1,115.00	1
Linn Ct.	Mira Flores Dr.	North End	436.00	1
La Sombra Ct.	Mira Flores Dr.	Mira Flores Dr.	1,177.00	1
Novo Dr.	E. Canal Dr.	Mira Flores Dr.	948.00	1
Arbor Wy.	N. Berkeley Ave.	N. Quincy Rd.	2,680.00	1
Karen Wy.	Arbor Wy.	Christine Wy.	259.00	1
Christine Wy.	Karen Wy.	Heppner Wy.	692.00	1
Heppner Wy.	Arbor Wy.	Christine Wy.	262.00	1
California Ave.	N. Berkeley Ave.	N. Johnson Rd.	1,332.00	1
El Paseo Dr.	E. Canal Dr.	Arbor Wy.	1,787.00	1
Linda Vista Dr.	El Paseo Dr.	N. Johnson Rd.	456.00	1
Zinfandel Ln.	N. Johnson Rd.	Corello St.	2,386.00	1
Charles Pl.	Wallace Street	N. Johnson Rd.	636.00	1
Wallace St.	E. Marshall St.	Charles Pl.	335.00	1
Total Length			14,501.00	

Scope of services for construction management and inspection is described in three (3) activity components: Pre-Construction, Construction Management and Inspection, and Post-Construction. However, since the design was still ongoing at the time, each Task Order only included the scope and fee for “Pre- Construction” activities.

Upon completion of the design, critical items, such as the final scope of construction work, the engineer’s estimate of probable construction costs, sequencing of construction, and the number of working days, were determined and a detailed scope of services for the remaining activities was developed. Subsequently, on June 10, 2025, the City Council approved Amendment No. 13 for Task Order No. 5A to provide for the scope of services and fee associated with “Construction Management and Inspection” and “Post-Construction Services” activities.

As construction has progressed, the need has been identified for additional effort as required to:

- Support the extended construction schedule which has resulted in additional hours for construction inspection staff
- Address the contractor’s potential claims
- Provide for construction management and inspection services for reconstruction of El Paseo Drive upon completion of the sanitary sewer main replacement under City Project No. 25-051 (Reconstruction of El Paseo Drive under City Project 23-067 Bid Package 3 was suspended in the meantime and the reconstruction of California Avenue was postponed as a result)

The above items were not included in Task Order 5A as they were unforeseen when Amendment No. 13 was approved.

Task Order 5B provides for the costs associated with construction inspection staff hours, claims resolution efforts, and construction management and inspection services for El Paseo Drive.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The fiscal impact of the proposed Amendment No. 19 for NV5 CM Task Order No. 5B will be \$59,887.03 which will be funded from Fund 115 “Measure A – Roads”, account number 115-10-115.43327 “Construction Management.” The cumulative fiscal impact, including previous Amendment is estimated to be \$1,317,318.74.

City Project No. 23-067, Bid Package 3	
Amendment No. 10 for CM Task Order No. 5	\$ 66,231.87
Amendment No. 13 for CM Task Order No. 5A	\$1,191,199.84
Amendment No. 19 for CM Task Order No. 5B (Proposed)	\$ 59,887.03
<b>Total Estimated Fiscal Impact</b>	<b>\$1,317,318.74</b>

Appropriate funds have been allocated during Fiscal Year 2025-26 budget process to cover these Amendments.

**4. ENVIRONMENTAL DETERMINATION:**

Approving the amendment for the task order described above will not have a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the proposed actions are not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because they consist of

“organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**5. ALTERNATIVES:**

A. Council could choose not to approve the proposed Amendment. Staff does not recommend this alternative as it is essential to ensure that adequate resources are made available for management and inspection of construction activities and to avoid delaying the construction.

B. Provide staff with direction on how to proceed.

**6. ATTACHMENTS:**

1. Amendment No. 19 for Task Order No. 5B under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc.



**AMENDMENT NO. 19 FOR TASK ORDER NO. 5B**  
**Under the Terms of the**  
**MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK**  
**and**  
**NV5, INC.**  
**for**  
**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**  
**City Contract No. 2024-111**

---

**City Project No. 23-067; Bid Package 3**

**THIS AMENDMENT NO. 19 for Task Order No. 5B under the terms of City Contract No. 2024-111** is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and NV5, INC., a California corporation ("Professional"), on this \_\_\_\_\_ day of \_\_\_\_\_ 2026 (the "Effective Date of Task Order No. 5B"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 19.

**WHEREAS**, the Parties hereto previously entered into a Master Agreement (City Contract No. 2024-111) dated February 27, 2024, for Construction Management and Inspection Services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

**WHEREAS**, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

**WHEREAS**, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

**WHEREAS**, Amendment No. 10 provided for the scope of services and fees for "Pre-Construction" services for Bid Package 3 for City Project No. 23-067 as "NV5 CM Task Order No. 5 for City Project No. 23-067, Bid Package 3;" and

**WHEREAS**, Amendment No. 13 provided for the scope of services and fees for "Construction Management and Inspection" and "Post-Construction" services for said City Project as "NV5 CM Task Order No. 5A for City Project No. 23-067, Bid Package 3;" and

**WHEREAS**, additional effort is required to support the extended construction schedule, to resolve contractor's potential claims, and to provide construction management and inspection

services for reconstruction of El Paseo Drive once the sanitary sewer main replacement project is completed under City Project No. 25-051 (Reconstruction of El Paseo Drive under City Project 23-067 Bid Package 3 was suspended in the meantime and the reconstruction of California Avenue was postponed as a result), the costs of which were not included in Amendment No. 13, as they were unforeseen at the time; and

**WHEREAS**, City desires that Professional provide said additional scope of services as “NV5 CM Task Order No. 5B for City Project No. 23-067, Bid Package 3;” and

**WHEREAS**, Amendment No. 19 for Task Order No. 5B provides for the additional scope of services and associated fees for said City Project.

**NOW, THEREFORE**, the Parties hereto mutually agree to amend the Agreement as follows:

1. **Exhibit T**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.

2. Recital B of the Agreement is amended to read as follows:

**B.** Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibits A through T** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

3. Recital C of the Agreement is amended to read as follows:

**C.** The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order (“Completion Schedule”), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit T**.

4. Recital D of the Agreement is amended to read as follows:

**D.** The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order (“Compensation Schedule”), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit T**.

5. Section 5 of the Agreement is amended to read as follows:

**5.1. Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibits A through T**. Any request for Services not included in **Exhibits A through T** will be considered a request for additional or modified Services (“Modification” or “Modifications”).

Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**5.2. City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibits A through T**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

6. Section 6 of the Agreement is amended to read as follows:

**6.1. Amount, Time and Manner of Payment for Professional Services.** City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 19 shall not exceed Fifty-Nine Thousand Eight-Hundred-Eighty-Seven Dollars and Three Cents (\$59,887.03), and One Million Three-Hundred-Seventeen Thousand Three-Hundred-Eighteen Dollars and Seventy-Four Cents (\$1,317,318.74) for City Project No. 23-067, Bid Package 3 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 10 for Task Order No. 5	\$ 66,231.87
Amendment 13 for Task Order No. 5A	\$1,191,199.84
<u>Amendment 19 for Task Order No. 5B</u>	<u>\$ 59,887.03</u>
Project 23-067, Bid Package 3 Not-to-Exceed Amount	\$1,317,318.74

7. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

8. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 19 to be executed by and through their respective officers thereunto duly authorized.

**PROFESSIONAL**

**NV5, INC., a California corporation**

By: Lori Goodwin  
Lori Goodwin, Vice President

Date 03/03/2026

**CITY**

**City of Turlock, a California municipal corporation**

By: \_\_\_\_\_  
Gary R. Hampton, Interim City Manager

Date: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Christopher Fisher,  
Municipal Services Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

ATTEST:

By: \_\_\_\_\_  
Nichole Fiez, City Clerk



March 2, 2026

Fred Pezeshk, PE  
Roads Program Manager  
City of Turlock  
156 S Broadway, Turlock, CA 95380  
*via email to [fpezeshk@turlock.ca.us](mailto:fpezeshk@turlock.ca.us)*

**SUBJECT: City of Turlock Contract No. 2024-111 T.O. #5B  
(Project No. 23-067 BP3)**

Re: Task Order #5B – Additional Services for Task Order #5

Dear Mr. Pezeshk,

Please find attached NV5’s revised 10-H1 Cost Proposal dated 03/02/2026 to perform the additional construction management services requested for Turlock Roads Program CIP Contract No. 23-067 BP3. As previously discussed with you, unforeseen contract scope changes have occurred during the project that have exceeded our ability to complete the construction and post-construction scope of services within the original budget. Brief summaries of these additional services are listed below:

**1. Delays to Project Completion Date**

Per Note 5 in the submitted cost proposal for Task Order #5A, our cost estimate was based on the construction phase of the project being completed within 120 working days, and time extensions may result in additional construction management services and fees. Per the project’s Notice to Proceed issued by the City on June 18, 2025, the first working day on the project was July 7, 2025 with an anticipated completion date of December 29, 2025. Due to unanticipated project delays associated with contract change orders, adverse weather, and a project suspension due to the concurrent El Paseo Sanitary Sewer Main Replacement project (City Project 25-051), the anticipated project completion date has been extended to April 10, 2026. These additional 69 working days were not included in the cost proposal for Task Order #5A.

Name	Classification/Title	WDs	Hours per Day	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	69	6	414	\$324.70	\$134,425.80
John Seymour, PE	Assistant R.E.	69	2	138	\$221.20	\$30,525.60
Neil Novotny, EIT	Project Engineer	69	4	276	\$124.78	\$35,267.28
Lead Inspector	Brian Klassen	69	9	621	\$205.09	\$127,360.89
Inspector	Abe Davis	69	9	621	\$222.35	\$138,079.35
TOTAL						\$465,658.92



During the performance of the contract, NV5 experienced efficiencies that reduced the overall cost of the construction management services provided. As a result of these efficiencies, a total of -(\$406,069.12) shall be credited to the City.

Name	Classification/Title	Total Hours	Billing Rate	Amount
Kramer Walker, PE	Resident Engineer	-414	\$324.70	-\$134,425.80
John Seymour, PE	Assistant R.E.	-138	\$221.20	-\$30,525.60
Neil Novotny, EIT	Project Engineer	-276	\$124.78	-\$35,267.28
Lead Inspector	Brian Klassen	-621	\$205.09	-\$127,360.89
Inspector	Abe Davis	-353	\$222.35	-\$78,489.55
TOTAL				-\$406,069.12

A net amount of \$59,589.80 is requested for the extended project completion.

**SUMMARY**

Based on the contract scope changes described above, NV5 requests a contract amendment of \$59,887.03 to complete the Task Order #5 services for the project, summarized as follows:

Item #	Description	Amount
#1	Delays to Project Completion Date	\$59,589.80
#2	Additional Escalation	\$297.95
	Exhibit 10-H1 Rounding	(-\$0.72)
TOTAL		\$59,887.03

NV5 has been and will continue to manage staff hours to help with budget efficiency while providing the required level of services through the remaining construction and post-construction activities.

We appreciate your attention and consideration to this matter. If you have any questions or need additional information, please feel free to call me at (559) 240-5494.

Sincerely,  
**NV5, Inc.**

Kramer Walker, P.E.  
 Construction Manager

**EXHIBIT 10-H1 COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant NV5, Inc.

Project No. 23-067 BP 3

Contract No. 2024-111 Task Order #5B

Date 3/2/2026

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
CM / Resident Engineer	Kramer Walker, PE*	0	\$124.77	\$0.00
Assistant Resident Engineer	John Seymour, PE*	0	\$85.00	\$0.00
Project Engineer	Neil Novotny, EIT	0	\$47.95	\$0.00
Labor Compliance Officer	Marty Sanchez	0	\$47.40	\$0.00
Lead Inspector	Matt Ramsey**	0	\$84.06	\$0.00
Inspector	Brian Klassen**	0	\$78.81	\$0.00
Inspector	Abe Davis**	268	\$85.44	\$22,897.92
Backup Assistant RE	Kolton Walker, PE	0	\$80.00	\$0.00

268

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$22,897.92
b) Anticipated Salary Increases (see page 2 for calculation)	\$114.49
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$23,012.41</b>

**FRINGE BENEFITS**

d) Fringe Benefits (Rate <u>0.00%</u> )	e) Total Fringe Benefits
	[(c) x (d)]
	\$0.00

**INDIRECT COSTS**

f) Overhead (Rate: <u>136.58%</u> )	g) Overhead [(c) x (f)]	\$31,430.35
h) General and Administrative (Rate: <u>0.00%</u> )	i) Gen & Admin [(c) x (h)]	\$0.00
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$31,430.35</b>

**FIXED FEE (Profit)**

q) (Rate: <u>10.00%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j) x (q)]</b>	<b>\$5,444.28</b>
---------------------------	--	-------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem	0	Calendar Day	\$120.00	\$0.00
Arborist Services	TBD	TBD	ACTUAL	\$0.00

**l) TOTAL OTHER DIRECT COSTS** \$0.00

**m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)**

Subconsultant 1: <u>BSK (Material Testing)</u>	\$0.00
Subconsultant 2: <u>UNICO (QA Survey)</u>	\$0.00
<b>m) TOTAL SUBCONSULTANTS</b>	<b>\$0.00</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$0.00

**TOTAL COST [(c) +(j) + (k) + (n)]** \$59,887.03

NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant NV5, Inc. Contract No. 2024-111 Task Date 3/2/2026

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$22,897.92	268	=	\$85.44	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$85.44	+	5%	=	\$89.71	Year 2 Avg Hourly Rate
Year 2	\$89.71	+	5%	=	\$94.20	Year 3 Avg Hourly Rate
Year 3	\$94.20	+	5%	=	\$98.91	Year 4 Avg Hourly Rate
Year 4	\$98.91	+	5%	=	\$103.85	Year 5 Avg Hourly Rate
Year 5	\$103.85	+	5%	=	\$109.05	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	90.00%	*	268.0	=	241.2	Estimated Hours Year 1
Year 2	10.00%	*	268.0	=	26.8	Estimated Hours Year 2
Year 3	0.00%	*	268.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	268.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	268.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	268.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$85.44	*	241	=	\$20,608.13	Estimated Hours Year 1
Year 2	\$89.71	*	27	=	\$2,404.28	Estimated Hours Year 2
Year 3	\$94.20	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$98.91	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$103.85	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$23,012.41	
	Direct Labor Subtotal before Escalation			=	\$22,897.92	
	Estimated total of Direct Labor Salary Increase			=	<b>\$114.49</b>	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that the year one rates expire 03/31/26 and salary increases due to escalation are effective 04/01/26.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Lori Goodwin Title \*: Senior Vice President

Signature :  Date of Certification (mm/dd/yyyy): 3/2/2026

Email: [lori.goodwin@nv5.com](mailto:lori.goodwin@nv5.com) Phone Number: 559-661-5228

Address: [2109 West Bullard Avenue, Suite 145, Fresno, CA 93711](#)

\* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

**Construction Management Services**

**City Council Staff Report**  
**March 24, 2026**



From: Christopher Fisher, Municipal Services Director  
 Prepared by: Janine Lee, Associate Engineer  
 Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Awarding bid and approving an Agreement with Ace-High Engineering, of Brentwood, California, in the amount of \$295,746.00 and authorizing a construction contingency amount of \$29,574.00 (10.0%) for the construction of City Project No. 25-063 "Geer Road Water Valves Replacement" to be funded by Fund 420 "Water Enterprise"

Resolution: Determining the award of bid for the construction of City Project No. 25-063 "Geer Road Water Valves Replacement" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines

**2. NARRATIVE:**

The purpose of City Project No. 25-063 "Geer Road Water Valves Replacement" is to replace existing gate valves identified by City staff as being partially or fully inoperable prior to the rehabilitation of the asphalt concrete road segments on Geer Road between Wayside Drive and Hedstrom Road which are part of the Roads Program construction projects.

The main elements of the scope of work for this project consist of:

- Replace 19 existing gate valves (various sizes)
- Adjust frames and covers to grade
- Trench restoration

City staff advertised this project on February 21<sup>st</sup>, 2026 through the Turlock Journal and on the City's website for construction projects. On March 9<sup>th</sup>, six (6) bids were received. Ace-High Engineering of Brentwood, California, was the lowest responsible bidder with a base bid amount of \$295,746.00.

Bid Summary:

<b>BIDDER</b>	<b>BID AMOUNT</b>
Ace-High Engineering	\$295,746.00
Mid-Cal Pipeline & Utilities, Inc.	\$319,000.00
Rolfe Construction, Inc.	\$320,842.72
Platinum General Engineering	\$345,528.00
Lawrence Backhoe Services	\$362,538.00
United Pavement Maintenance	\$423,735.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends

approval of an agreement with Ace-High Engineering of Brentwood, California, as the lowest responsive, responsible bidder with a bid amount of \$295,746.00.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**  
**No General Fund money will be used for this project.**

The total estimated project costs are displayed below:

Preliminary Engineering Design	\$3,200.00
- <i>City Staff</i>	
Construction Contractor Bid Cost	\$295,746.00
- <i>Contractor</i>	
Construction Contract Contingency	\$29,574.00
Encroachment Permit Fee	\$5,000.00
Materials Testing Services	\$15,000.00
Construction Engineering Management	\$30,000.00
- <i>City Staff</i>	
<b>Estimated Total Project Costs</b>	<b>\$378,520.00</b>

Staff has determined that a total of \$378,520.00 is needed to complete the project. All project costs are expected to be expended in Fiscal Year 2025-26. The project account number is Fund 420 "Water Enterprise" account number 420-52-551.51394 for the preliminary engineering design phase. The project account number will be Fund 420 "Water Enterprise" account number 420-52-551.51126 for the construction phase. Sufficient funds are available for this project and no additional appropriation is needed at this time.

**4. ENVIRONMENTAL DETERMINATION:**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement of existing facilities.

**5. ALTERNATIVES:**

- A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15302 (Replacement or Reconstruction) is an appropriate exemption.
- B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because funds are available and the improvements are necessary for the completion of utility valve replacement prior to the rehabilitation of pavement on Geer Road.
- C. Council could approve the Agreement with Ace-High Engineering and authorize a different construction contingency amount than recommended by staff. Staff do not recommend this alternative because the proposed 10.0% contingency provides an

appropriate balance between fiscal prudence and the need to address unforeseen field conditions without delaying the project.

**6. ATTACHMENTS:**

1. Draft Resolution
2. City Contract 2026-141 with Ace-High Engineering
3. Bidder's Summary

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**IN THE MATTER OF DETERMINING THE  
AWARD OF BID FOR THE CONSTRUCTION  
OF CITY PROJECT NO. 25-063 "GEER ROAD  
WATER VALVES REPLACEMENT" IS EXEMPT  
FROM THE PROVISIONS OF CEQA IN  
ACCORDANCE WITH SECTION 15302  
(REPLACEMENT OR RECONSTRUCTION)  
OF THE CEQA GUIDELINES**

---

**RESOLUTION NO. 2026-**  
}  
}  
}  
}  
}  
}  
}  
}

**WHEREAS**, City Project No. 25-063 "Geer Road Water Valves Replacement" will replace existing gate valves identified by City staff as being partially or fully inoperable prior to the rehabilitation of the asphalt concrete road segments on Geer Road between Wayside Drive and Hedstrom Road which are part of the Roads Program construction projects; and

**WHEREAS**, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement of existing facilities.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 25-063 "Geer Road Water Valves Replacement" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> day of March, 2026, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Nichole Fiez, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



## AGREEMENT

---

### FOR PUBLIC IMPROVEMENT

#### City Project No. 25-063 Geer Road Water Valves Replacement

**THIS PUBLIC IMPROVEMENT AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and ACE HIGH ENGINEERING, INC., a California corporation (“Contractor”), on this 24<sup>th</sup> day of March 2026 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

### RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of Geer Road Water Valve Replacement (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on March 24, 2026, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## **AGREEMENT**

**1. Contract Documents:** This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Contractors;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. Special Provisions of the City of Turlock for Geer Water Valves Replacement;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required in any of the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

All of the Contract Documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the “Contract.” In case of any dispute regarding the terms of the Contract, the decision of the City Engineer shall be final.

**2. Term.** The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

**3. Scope of Work.**

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent

completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for "Geer Road Water Valves Replacement."**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Contractor's Proposal for Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

**4. Contract Price.** City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed Two Hundred Ninety-Five Thousand Seven Hundred Forty-Six **Dollars (\$295,746.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or

(b) If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

**5. Time for Performance.** The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project

shall be substantially completed on or before the expiration of **Twenty-Two (22)** working days (the “Substantial Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **Forty-Four (44)** working days (the “Final Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Substantial and Final Completion Due Dates, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Substantial and Final Completion Due Dates, in writing, to the City Engineer.

The Substantial and Final Completion Due Dates may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Substantial and Final Completion Due Dates will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
  1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
  2. where the delay is caused by actions beyond the control of Contractor; or
  3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Substantial and Final Completion Due Dates for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor.

Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.

Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided Contractor shall take all steps possible to minimize this obligation; or
- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further

suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

- iv. City may terminate the Contract, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Contract as may have been performed. Such termination shall be authorized by resolution of the City Council. Notice thereof shall be forthwith given in writing to Contractor, and the Contract shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (iv), none of the covenants, conditions or provisions hereof shall apply to the Services not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand Five Hundred and No/100ths Dollars (\$1,500.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Eight Hundred and No/100ths Dollars (\$800.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

## **6. Termination.**

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If City terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

**7. Liability for Breach:** Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

**8. Compensation:** City shall make payments to Contractor in accordance with the provisions of Section 9 of the City Standards in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

**9. Disputes Pertaining to Payment for Work:** Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be

final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

**10. Permits and Care of Work:** Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

**11. Public Works and Payment of Prevailing Wage:**

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

**12. Superintendence by Contractor:** Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

**13. Inspection and Testing by City:** Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

**14. Conformity with Law and Safety:** Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

**15. Other Contracts:** City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

**16. Bonds:** Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

**17. Indemnification:**

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

**18. Contractor's Insurance:** Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City. The City of Turlock shall be named as a certificate holder.

(a) *Commercial General Liability Insurance.* Contractor 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 Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products and

completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.
- (2) For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) by disease-policy limit, and One Million Dollars (\$1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

(c) *Commercial Automobile Liability Insurance.* Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* [Intentionally Omitted]

(e) *Installation Floater (“Course of Construction”) Insurance.* Contractor, shall provide an installation floater, covering the work performed under the Agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The Contractor shall be the named insured, and the City and subcontractors of any tier shall be named as insureds. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

(f) *Contractors Pollution Insurance.* [Intentionally Omitted] Pollution Coverage shall be maintained on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars (\$2,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees, and volunteers as insureds.

(g) *Professional Liability Insurance.* [Intentionally Omitted]

(h) *Umbrella or Excess Policy.* Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying policies of insurance. No coverage or insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

(i) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City’s Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(j) *Acceptability of Insurers.* Insurance is to be placed with insurers admitted in California with a current A.M. Best’s rating of no less than A-:VII or with an insurer to which City has provided prior approval.

(k) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(l) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue

of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

(m) *Subcontractors.* Contractor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Ownership of Work Product:** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Final Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City's Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

**20. Taxes:** Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

(a) *Use Tax Direct Payment Permits.* Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) *Purchases of \$500,000 or More.* Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.

**21. Independent Contractor:** At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

**22. Contractor Not Agent:** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

**23. Arbitration of Disputes:** All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

**24. Provisions Cumulative:** The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

**25. Notices:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**  
**Attn: William D. Morris, City Engineer**  
**156 S. Broadway, Suite 150**  
**Turlock, California 95380-5461**

With courtesy copies to: **City of Turlock, City Attorney's Office**  
**Attn: George A. Petrulakis, City Attorney**  
**156 S. Broadway, Suite 230**  
**Turlock, California 95380-5456**

If to Contractor: **Ace High Engineering**  
**Manuel Ortega**  
**26970 Marsh Creek Rd.**  
**Brentwood, California 94513**

If to Contractor's Sureties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**26. City Contract Administrator:** The City's contract administrator and contact person for this Agreement is:

Janine Lee  
City of Turlock Engineering Division  
156 S. Broadway, Suite 150  
Turlock, California 95380-5461  
Telephone: (209) 668-635  
E-mail: jlee@turlock.ca.us

**27. Interpretation:** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**28. Antitrust Claims:** Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

**29. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

**30. No Conflict of Interest:** Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

**31. Confidentiality:** Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

**32. Modification.** No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

**33. Waiver:** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**34. Assignment:** No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**35. Authority:** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**36. Governing Law:** The Contract shall be governed and construed in accordance with the laws of the state of California.

**37. Severability:** If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**38. Execution and Counterparts:** This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**39. Mandatory and Permissive:** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**40. Headings:** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**41. Attorney’s Fees and Costs:** Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable

attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**42. Necessary Acts and Further Assurances:** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

**43. Recitals:** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, two identical counterparts of this agreement, consisting of a total of \_\_\_ pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**CONTRACTOR**

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Gary R. Hampton, Interim City Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**APPROVED AS TO SUFFICIENCY:**

\_\_\_\_\_

By: \_\_\_\_\_

William D. Morris, RCE, PLS, City Engineer

Phone: \_\_\_\_\_

By: \_\_\_\_\_

Christopher Fisher, Municipal Services Director

Date: \_\_\_\_\_

Federal Tax ID or Social Security No:

**APPROVED AS TO FORM:**

\_\_\_\_\_

By: \_\_\_\_\_

George A. Petrulakis, City Attorney

DIR Registration Number:

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_

Nichole Fiez, City Clerk

Affix Contractor's Seal Here

**EXHIBIT A  
CONTRACTOR'S PROPOSAL FOR SERVICES**

**PROPOSAL**

---

Project No. 25-063

**Gear Road Water Valves Replacement**

City of Turlock, California

DATED: 03/09/2026

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: Ace-High Engineering

BUSINESS ADDRESS: 26970 Marsh Creek Rd. Brentwood, CA. 94513

PLACE OF RESIDENCE: 26970 Marsh Creek Rd. Brentwood, CA. 94513

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

- (a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of Cost.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract

with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:



COMPANY'S NAME: Ace-High Engineering

BY: Jose Manuel Ortega

ADDRESS: 26970 Marsh Creek Rd.  
(Number) (Street)  
Brentwood, CA. 94513  
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 510-715-0585

CONTRACTOR'S EMAIL: mortega@acehighengineering.com

**NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.**

Ace-High Engineering, Contractor's License # 1080733, Class A  
(Company's Name)

Expires 09/30/2027, DIR #: 2000008224

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X [Signature] 03/09/2026  
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

*Also accompanying this proposal is an affidavit of non-collusion and questionnaire to general contractors, a statement of proposed subcontractors, if any, the address of mill, shop or office of any subcontractor, and a statement of work to be performed by subcontractors.*

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

**(IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership,

COMPANY'S NAME: Ace-High Engineering

BY: Jose Manuel Ortega

ADDRESS: 26970 Marsh Creek Rd.  
(Number) (Street)  
Brentwood, CA. 94513  
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 510-715-0585

CONTRACTOR'S EMAIL: mortega@acehighengineering.com

**NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.**

Ace-High Engineering, Contractor's License # 1080733, Class A  
(Company's Name)

Expires 09/30/2027, DIR #: 2000008224

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X [Signature] 03/09/2026  
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

*Also accompanying this proposal is an affidavit of non-collusion and questionnaire to general contractors, a statement of proposed subcontractors, if any, the address of mill, shop or office of any subcontractor, and a statement of work to be performed by subcontractors.*

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

**(IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership,

state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,  
License No. 1080733 Expiration Date 9-30-27.

DATED: March 09, 2026

Address: 26970 Marsh Creek Rd. Brentwood, CA. 94513

Phone: 510-715-0585

Email: 1080733

X 

Signature of Bidder

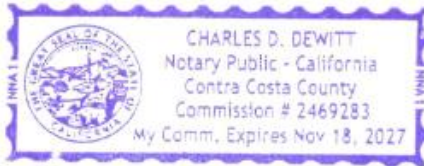
NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

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 Contra Costa

Subscribed and sworn to (or affirmed) before me on this 8<sup>th</sup>  
day of MARCH, 2026, by JOSE M. ORTEGA

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.




(Seal)

Signature Charles D. DeWitt

DOCUMENT ATTACHED: AFFIDAVIT  
Re: non-collusion of Bid

**AFFIDAVIT**

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X   
Signature of Bidder

Jurat (Government Code Section 8202)

State of California  
County of CONTRA COSTA - (SEE ATTACHED CALIFORNIA JURAT FOR NOTARIZATION)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME

**EXHIBIT B**  
**PAYMENT BY FORCE ACCOUNT**

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

**A. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
  - 1.1 Basic hourly wage
  - 1.2 Health and welfare
  - 1.3 Pension
  - 1.4 Vacation
  - 1.5 Training
  - 1.6 Other State and federal recognized fringe benefit payments
  
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
  - 2.1 Workers' compensation insurance
  - 2.2 Social security
  - 2.3 Medicare
  - 2.4 Federal unemployment insurance
  - 2.5 State unemployment insurance
  - 2.6 State training taxes
  
3. Subsistence and travel allowances paid to the workers
  
4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs

- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

**B. Materials.** Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
  - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
  - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1 During that period
  - 5.2 In the quantities used

**C. Equipment Rental.** Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business Contractor does not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business Contractor does not own.
  - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- |   |                            |
|---|----------------------------|
| 1. Fuel                                     | 7. Repairs and maintenance |
| 2. Oil                                      | 8. Depreciation            |
| 3. Lubrication                              | 9. Storage                 |
| 4. Supplies                                 | 10. Insurance              |
| 5. Small tools that are not consumed by use | 11. Incidentals            |
| 6. Necessary attachments                    |                            |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

**D. Equipment on the Job Site.** For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

**E. Equipment Not on the Job Site Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00

4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**F. Equipment Not on the Job Site Not Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

**G. Non-Owner-Operated Dump Truck Rental.** Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

**EXHIBIT C**  
**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

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.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

**EXHIBIT D**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **Ace High Engineering**, hereinafter designated as the “Principal,” a contract for **Project No. 25-063, “Geer Road Water Valves Replacement”**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal’s heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**EXHIBIT E**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **Ace High Engineering**, hereinafter designated as the “Principal”, a contract for **Project No. 25-063, “Geer Road Water Valves Replacement”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_  
By \_\_\_\_\_  
Attorneys-in-Fact  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal) **Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Gear Road Water Valves Replacement  
 CITY PROJECT NUMBER: 25-063  
 BID OPENING: March 9, 2026 at 10:00 AM  
 ANTICIPATED COUNCIL AWARD DATE: March 24, 2026

Base Bid				ENGINEER'S EST.		1		2		3	
						Ace-High Engineering Brentwood, CA		Mid Cal Pipeline & Utilities Merced, CA		Rolfe Construction, Inc Atwater, CA	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 13,964.00	\$ 13,964.00	\$ 5,000.00	\$ 5,000.00	\$ 20,020.00	\$ 20,020.00
2	Construction Project Sign	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 589.00	\$ 589.00	\$ 1,800.00	\$ 1,800.00	\$ 9,880.00	\$ 9,880.00
3	Traffic Control System	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 7,951.00	\$ 7,951.00	\$ 5,000.00	\$ 5,000.00	\$ 38,220.00	\$ 38,220.00
4	Pothole Existing Utilities	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 11,908.00	\$ 11,908.00	\$ 15,000.00	\$ 15,000.00	\$ 12,740.00	\$ 12,740.00
5	Remove Existing Improvements	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 26,959.00	\$ 26,959.00	\$ 5,000.00	\$ 5,000.00	\$ 19,630.00	\$ 19,630.00
6	Earthwork and Grading	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 27,138.00	\$ 27,138.00	\$ 3,000.00	\$ 3,000.00	\$ 33,410.00	\$ 33,410.00
7	Replace Existing 4-in Gate Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 6,594.00	\$ 6,594.00	\$ 4,000.00	\$ 4,000.00	\$ 7,410.00	\$ 7,410.00
8	Replace Existing 6-in Gate Valve	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 10,087.00	\$ 20,174.00	\$ 8,600.00	\$ 17,200.00	\$ 4,550.00	\$ 9,100.00
9	Replace Existing 8-in Gate Valve	EA	8	\$ 8,000.00	\$ 64,000.00	\$ 7,777.00	\$ 62,216.00	\$ 10,600.00	\$ 84,800.00	\$ 6,184.29	\$ 49,474.32
10	Replace Existing 10-in Gate Valve	EA	9	\$ 10,000.00	\$ 90,000.00	\$ 9,453.00	\$ 85,077.00	\$ 13,600.00	\$ 122,400.00	\$ 7,150.00	\$ 64,350.00
11	Adjust Frames and Covers to Grade	EA	20	\$ 1,000.00	\$ 20,000.00	\$ 714.00	\$ 14,280.00	\$ 1,000.00	\$ 20,000.00	\$ 1,628.42	\$ 32,568.40
12	Allowance for Unknown Utilities	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
13	Allowance for Replacement of Asbestos Cement Pipe	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
14	Furnish 4-in Gate Valve	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,416.00	\$ 1,416.00	\$ 3,800.00	\$ 3,800.00	\$ 2,340.00	\$ 2,340.00
15	Furnish 10-in Gate Valve	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,185.00	\$ 3,185.00	\$ 10,000.00	\$ 10,000.00	\$ 3,900.00	\$ 3,900.00
16	Furnish 12-in Butterfly Valve	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,295.00	\$ 4,295.00	\$ 12,000.00	\$ 12,000.00	\$ 7,800.00	\$ 7,800.00
<b>Base Bid Total =</b>				<b>\$</b>	<b>320,000.00</b>	<b>\$</b>	<b>295,746.00</b>	<b>\$</b>	<b>319,000.00</b>	<b>\$</b>	<b>320,842.72</b>

# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Gear Road Water Valves Replacement  
 CITY PROJECT NUMBER: 25-063  
 BID OPENING: March 9, 2026 at 10:00 AM  
 ANTICIPATED COUNCIL AWARD DATE: March 24, 2026

Base Bid				4		5		6	
				Platinum General Engineering Modesto, CA		Lawrence Backhoe Services Atwater, CA		United Pavement Maintenance Hughson, CA	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 11,953.00	\$ 11,953.00	\$ 12,000.00	\$ 12,000.00	\$ 51,973.00	\$ 51,973.00
2	Construction Project Sign	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00
3	Traffic Control System	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 31,560.00	\$ 31,560.00	\$ 34,290.00	\$ 34,290.00
4	Pothole Existing Utilities	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 13,400.00	\$ 13,400.00	\$ 11,522.00	\$ 11,522.00
5	Remove Existing Improvements	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 22,690.00	\$ 22,690.00	\$ 2,000.00	\$ 2,000.00
6	Earthwork and Grading	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 37,193.00	\$ 37,193.00	\$ 2,000.00	\$ 2,000.00
7	Replace Existing 4-in Gate Valve	EA	1	\$ 11,511.00	\$ 11,511.00	\$ 9,880.00	\$ 9,880.00	\$ 9,500.00	\$ 9,500.00
8	Replace Existing 6-in Gate Valve	EA	2	\$ 13,250.00	\$ 26,500.00	\$ 10,245.00	\$ 20,490.00	\$ 11,500.00	\$ 23,000.00
9	Replace Existing 8-in Gate Valve	EA	8	\$ 9,000.00	\$ 72,000.00	\$ 9,405.00	\$ 75,240.00	\$ 13,500.00	\$ 108,000.00
10	Replace Existing 10-in Gate Valve	EA	9	\$ 10,296.00	\$ 92,664.00	\$ 10,840.00	\$ 97,560.00	\$ 15,500.00	\$ 139,500.00
11	Adjust Frames and Covers to Grade	EA	20	\$ 1,400.00	\$ 28,000.00	\$ 1,200.00	\$ 24,000.00	\$ 1,150.00	\$ 23,000.00
12	Allowance for Unknown Utilities	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
13	Allowance for Replacement of Asbestos Cement Pipe	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
14	Furnish 4-in Gate Valve	EA	1	\$ 900.00	\$ 900.00	\$ 789.00	\$ 789.00	\$ 800.00	\$ 800.00
15	Furnish 10-in Gate Valve	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,559.00	\$ 2,559.00	\$ 2,400.00	\$ 2,400.00
16	Furnish 12-in Butterfly Valve	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,577.00	\$ 3,577.00	\$ 3,250.00	\$ 3,250.00
<b>Base Bid Total =</b>				<b>\$</b>	<b>348,528.00</b>	<b>\$</b>	<b>362,538.00</b>	<b>\$</b>	<b>423,735.00</b>

**LIST OF SUBCONTRACTORS**  
**City Project No. 25-063**  
**Gear Road Water Valves Replacement**

Prime Contractor: Ace-High Engineering DIR NUMBER: 2000008224

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or Improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or Improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or Offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the Prime Contractor's total Bid or \$10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
------	----------------	------------	---------	--

NONE				

**LIST OF SUBCONTRACTORS**  
**City Project No. 25-063**  
**Gear Road Water Valves Replacement**

Prime Contractor: Rolfe Construction Inc DIR NUMBER: 1000554344

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or Improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or Improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or Offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the Prime Contractor's total Bid or \$10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
National Concrete Cutting/320029/1000006938/3000 Tara ct. Union City, CA 94587/Sawcutting/TBD				
Fineline Striping/1014124/1000039694/3900 Pelandale Ave #420-390 Modesto, CA 95356/Striping/TBD				

**LIST OF SUBCONTRACTORS**  
**City Project No. 25-063**  
**Gear Road Water Valves Replacement**

Prime Contractor: Mid Cal Pipeline & Utilities, Inc. DIR NUMBER: 1000000095

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or Improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or Improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or Offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the Prime Contractor's total Bid or \$10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
Accurate Sawcutting Inc.	984161	1000012274	1000 Kilroy Rd. Turlock, CA 95381	Sawcutting

# City Council Staff Report

March 24, 2026



---

From: Christopher Fisher, Municipal Services Director  
Prepared by: Wayne York, Transit Manager  
Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving Amendment No. 1 to an Agreement (City Contract No. 2025-177) with Swiftly, Inc. (San Francisco, CA) to extend access to its transit data platform for two (2) additional years in the amount of \$62,942.07 to be funded by Fund 426 "Transit"

**2. NARRATIVE:**

On March 12, 2019, the City of Turlock approved a three (3) year agreement with Swiftly, Inc. (Swiftly) in an amount not to exceed \$99,800 for both Automatic Vehicle Location (AVL) hardware and digital access to its Software-as-a-Service (SaaS) data platform. This enabled the City to provide real-time arrival predictions to transit riders, real-time vehicle location data to transit operations staff, as well as analytics for transit administrative personnel to assist in verifying contract compliance and performance improvements. Since Swiftly integrates with other transit-data providers, including Transit, Google, and Apple, this data is available for trip planning across all major platforms and has been received well by transit users.

In March 2022, a new three (3) year agreement between the City and Swiftly for continued services in the amount of \$94,227.52 was executed by the City Manager, utilizing procurement authority delegated to him. This agreement was supported with a sole source determination given the unique set of services provided by Swiftly.

In March 2025, Swiftly provided pricing for a one (1) year base term and two (2) option years. The City elected to execute an agreement with a one (1) year term. The rationale at the time was to avoid a longer-term agreement given the transit-related Intelligent Transportation Systems (ITS) project in development, which could eventually overlap in services. However, due to unanticipated delays with the ITS project, City staff is recommending the City exercise the two (2) remaining option years previously quoted to maintain existing services until the ITS project can be awarded and fully implemented. This recommendation continues to be supported by a sole source determination.

If approved, services with Swiftly would continue on April 1, 2026, with no interruptions, and would continue through March 31, 2028. The cost for the first (base) year of service was \$29,241.38. The cost for the second and third years would be \$30,703.45 and \$32,238.62 respectively, for an overall increase of \$62,942.07, and an overall not-to-exceed amount of \$92,183.45 across all three years.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The fiscal impact of the proposed action will be \$62,942.07, which will be funded by Fund 426 "Transit", account number 426-40-415-241-001.44010\_015 "Computer\_Software Subscriptions."

Sufficient funding has been budgeted for FY 2025-2026 for expenses occurring in this FY. Sufficient funding will be budgeted in subsequent fiscal years for expenses occurring in those fiscal years.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**5. ALTERNATIVES:**

A. Council could choose to not approve the Amendment. Staff does not recommend this as it may impact real-time passenger information, operational analytics, and performance monitoring capabilities currently utilized by Transit staff.

B. Council could approve a one-year extension instead of exercising both option years. Staff does not recommend this option as the likelihood for the need of the second year is high and processing another amendment would increase staff costs. There is also a possibility of prices being higher if the Amendment was for one (1) year only.

**6. ATTACHMENTS:**

1. City Contract No. 2025-177 Amendment 1 for Swiftly, Inc.



**AMENDMENT NO. 1  
to the  
Agreement between the  
CITY OF TURLOCK  
and  
SWIFTLY, INC.**

---

**THIS AMENDMENT NO. 1**, dated March 24, 2026, is entered into by and between the CITY OF TURLOCK, a California municipal corporation (hereinafter "CUSTOMER" or "CITY") and SWIFTLY, INC., (hereinafter "SERVICE PROVIDER" or "SWIFTLY").

**WHEREAS**, the parties hereto previously entered into an Agreement dated April 1, 2025, whereby SERVICE PROVIDER will allow access to the Swiftly Software as a Service (SaaS) platform (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement, together with its addendum, established an initial term commencing April 1, 2025 and ending March 31, 2026, and further provided pricing for up to two (2) additional one-year renewal periods set forth in the Swiftly Order Form; and

**WHEREAS**, during the initial term of the Agreement, the CITY has made use of the Swiftly software-as-a-service platform and desires to continue receiving such services in order to support ongoing transit operations, performance monitoring, and data analysis needs; and

**WHEREAS**, the CITY now desires to exercise both available renewal periods contemplated by the Agreement, extend the term of the Agreement through March 31, 2028, and authorize the corresponding compensation for the extended term in accordance with the Swiftly Order Form, all subject to the CITY's availability of funds.

**NOW, THEREFORE**, the parties hereto mutually agree to amend said Agreement and its Addendum as follows:

1. Section 3 of the Addendum is amended to read as follows:

"The term of this Agreement shall be three (3) years, effective on April 1, 2025 and terminating on March 31, 2028 subject to City's availability of funds."

2. **Compensation.** CITY agrees to pay SERVICE PROVIDER additional compensation in the amount of Sixty-Two Thousand Nine Hundred Forty-Two and 07/100<sup>ths</sup> Dollars (\$62,942.07) in accordance with the Swiftly Order Form for years two (2) and three (3) collectively. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Ninety-Two Thousand One Hundred Eighty-Three

and 45/100<sup>th</sup>s Dollars (\$92,183.45). Such maximum amount shall be compensation for all of SERVICE PROVIDER's expenses incurred in the performance of the Agreement and this Amendment No. 1.

3. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

**CITY OF TURLOCK, a California municipal corporation**

**SWIFTLY, INC.**

By: \_\_\_\_\_  
Gary R. Hampton, Interim City Manager

By:  \_\_\_\_\_

Title: CFO \_\_\_\_\_

Date: \_\_\_\_\_

Print name: Robert Gaffney \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Date: 03/11/2026 \_\_\_\_\_

By: \_\_\_\_\_  
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

ATTEST:

By: \_\_\_\_\_  
Nichole Fiez, City Clerk



# Swiftly Order Form

<b>Customer</b>	Turlock Transit
<b>Quote Number</b>	Tur-45736
<b>Quote Date</b>	3/20/2025 – Pricing Valid for 30 Days
<b>Effective Date of Service</b>	4/1/2025
<b>Contract Term</b>	The exact service term (the 'Initial Term'): 12 Months (4/1/2025 - 3/31/2026). At the end of the Initial Term, the Customer shall have the right to renew for two (2) additional twelve (12) month terms by providing written notice 30 days prior to the end of the then current term. The annual cost shall increase by 5% for each 12 month renewal term.
<b>Billing Terms</b>	Annually in Advance
<b>Marketing Terms</b>	Willingness to work with Swiftly to develop a case study, mutually agreeable press release, and ability to use your agency as a reference (website, presentations, etc.).

Annual Fees			
PRODUCT	Up to # of Vehicles	Annual Unit Cost	Total
Real-time Passenger Predictions	14	\$696.23	\$9,747.22
GPS Playback	14	\$348.11	\$4,873.54
On-time Performance	14	\$348.11	\$4,873.54
Run-times	14	\$348.11	\$4,873.54
Speed Map	14	\$348.11	\$4,873.54
Live Operations	14	-	Included
<b>Total Annual Cost</b>			<b>\$29,241.38</b>
Annual Increase after Year 1			5%

Billing Table	Billing Date	Amount Due*
<b>YEAR 1 TOTAL Due</b>	<b>4/1/2025</b>	<b>\$29,241.38</b>
OPTIONAL YEAR 2 TOTAL Due	4/1/2026	\$30,703.45
OPTIONAL YEAR 3 TOTAL Due	4/1/2027	\$32,238.62

\*Tax and Shipping will be added to final invoice if applicable



# Swiftly Order Form (Signature Page)

**Payment Terms:** Due Net 30. Invoice sent separately. All fees are non-refundable and non-cancellable without Swiftly's written consent.

**Pricing:** The pricing contained herein contains discounts based on number of products purchased and number of vehicle licenses. Any subsequent change to either of these pricing parameters will result in any discount being reduced or removed entirely.

**SMS & Voice Limits:** Up to a combined 5,000 SMS and voice calls are included per month for US customers only. Each additional 5,000 combined SMS and voice calls per month costs \$125.

**GPS Connected Device Fee for CalAmp Trackers:** If applicable, this fee covers the cellular connectivity charges from the cellular provider and is a prepaid non-recoverable annual amount (AT&T). Swiftly does not provide support for these devices in the event of malfunction, depreciation or troubleshooting.

**Sales Tax:** If your agency is not tax exempt, sales tax may be added to this purchase order.

**Terms of Use:** By signing below, Customer agrees that this Order Form is subject to, and Customer is bound by, the Swiftly SaaS Terms of Service located at: <http://goswift.ly/saas-terms-of-service> (the "Swiftly Terms"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Swiftly Terms, the Swiftly Terms shall govern.

**Customer:**

**Swiftly, Inc.**

Susan E. Borrego

Signature

Rob Gaffney

Signature

Susan E. Borrego

Name

Rob Gaffney

Name

Interim City Manager

Title

CFO

Title

04/17/2025

Date

03 / 20 / 2025

Date

1418 N. Golden State Blvd, Ste. 1  
Turlock, CA 95380

Address

2261 Market Street #4151

San Francisco, CA 94114

Address

Wayne York

Billing Contact Name

transit@turlock.ca.us

Billing Email

209-669-2800

Billing Phone



## Order Details

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download up to three years data from the modules you purchase.
- Every time we update the platform or launch a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download or re-install new software. Simply login and you'll see the new feature!
- We pride ourselves on having the best support team in the industry. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

## Technical Requirements

### Swiftly's Dashboard:

- The core Swiftly dashboard is hosted in the cloud – you do not need to install or download any software.
- You can access the software from any computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.

### Onboard App:




- The Onboard App is an Android app that must be installed on an Android device.
- If you do not have an Android device, you may also use Swiftly's web-based Onboard App on iOS devices. This app is supported by most web browsers.
- Onboard App works on the latest versions of Android and iOS, and updates can be rolled out through the App Store
- Please contact your Account Executive for a list of supported devices and mobile browsers for Onboard App.

---

Title	Turlock Transit_Order Form_Renewal_[4.1.25-3.31.26]
File name	Turlock_Transit_O...1.25-3.31.26_.pdf
Document ID	f68b2c1fa9b82f1580bb79dc9a81d69a5e0f5c65
Audit trail date format	MM / DD / YYYY
Status	● Signed

---

### Document History

 SENT	<b>03 / 20 / 2025</b> 14:35:22 UTC-7	Sent for signature to Rob Gaffney (rob.gaffney@goswift.ly) from michelle.urban@goswift.ly IP: 73.90.25.76
 VIEWED	<b>03 / 20 / 2025</b> 14:47:34 UTC-7	Viewed by Rob Gaffney (rob.gaffney@goswift.ly) IP: 73.95.73.16
 SIGNED	<b>03 / 20 / 2025</b> 14:47:45 UTC-7	Signed by Rob Gaffney (rob.gaffney@goswift.ly) IP: 73.95.73.16
 COMPLETED	<b>03 / 20 / 2025</b> 14:47:45 UTC-7	The document has been completed.



# Acquiring Swiftly through Sole Source Procurement

February 2025

Prepared for

**Turlock Transit**

**Turlock Transit**

Wayne York  
Transit Manager  
1418 N. Golden State Blvd., Suite 1  
Turlock, CA 95380

**FEBRUARY 19, 2025**

Dear Wayne,

We're thrilled about the possibility of partnering with Turlock Transit to deliver a unique, turn-key, and scalable transit data solution. We want to work with you to revolutionize your ability to plan and operate service effectively, leveraging big data and, in the process, transforming how your riders use your service.

Today, over 140 transit agencies and operators partner with Swiftly to leverage our unique Transit Data Platform, an industry-first – that works seamlessly with their existing physical and digital infrastructure. The modules under the scope of this procurement aim to add an integral layer to your existing CAD/AVL system without requiring any replacements of hardware or software.

Leveraging a Sole Source justification is the most common way agencies purchase Swiftly's Transit Data Platform. Over the following pages, we've outlined the many ways that make Swiftly unique. We have also attached actual examples of source documentation used by some of your peer agencies to purchase Swiftly. We hope these examples are helpful.

On behalf of the team at Swiftly, thank you, and we look forward to hearing from you. In the meantime, if you have questions about our offering, please contact me or Michelle Urban, Commercial Operations Manager, at michelle.urban@goswift.ly or 916-475-4034.

Sincerely,



Jonathan Simkin

CEO, Swiftly, Inc | [jonny@goswift.ly](mailto:jonny@goswift.ly) | +1 858.414.5241 | [www.goswift.ly](http://www.goswift.ly)

Swiftly Inc. | 49 Stevenson, Suite 700 | San Francisco, CA 94105



# What makes Swiftly Unique?

**Swiftly is the industry's leading Transit Data Platform, a web-based, big data platform dedicated to optimizing public transit planning, scheduling, operations, and rider information.**

Through a variety of unique modules and tools, Swiftly provides the most accurate rider- and staff-facing real time information and historical analytics tools that help agencies become more efficient and boost ridership. Swiftly delivers powerful capabilities for modern transit teams to help transform the rider experience, modernize transit operations, and dramatically improve on-time performance and headway adherence with real-time adjustments. The 100% cloud-based platform enables agency staff to access it from any location. It is also hardware-agnostic, which gives agencies flexibility around which hardware to use without committing to a single vendor.

## Unique Features and Functionality

- ✓ **Automatic Assignment Technology** Swiftly is the only technology platform that can function independently of operators logging into the system through the use of automatic assignment technology. Swiftly can automatically assign vehicles to the correct routes and trips, in real-time, based only on spatial and temporal movement data from any underlying hardware.
- ✓ **Combining Multiple AVL Feeds** Swiftly is the only platform that can combine multiple vehicle position feeds in real time even if they do not have any assignment information. This improves the resolution of vehicle tracking, the accuracy of real time predicted ETAs and increases overall system reliability. If one of these data feeds goes down, Swiftly's system will ensure that passengers and staff continue to get real time information by leveraging the additional AVL feeds.
- ✓ **Hardware Agnostic** Unlike other tools, the Swiftly platform does not require any Swiftly hardware to be installed and can integrate directly with an agency's existing CAD/AVL system, and can leverage data feeds from other onboard hardware such as APCs, security cameras, WIFI routers, and the like.
- ✓ **Automatic GTFS Updates** Swiftly automatically checks for new GTFS updates as frequently as every hour, processes the data, and loads it into the system. Swiftly detects changes to base data in the GTFS and updates it without any notification or work on behalf of the agency.
- ✓ **Detour-Aware Predictions** Swiftly is the only system that generates truly disruption-aware predictions. Swiftly will not send 'ghost bus' predictions for canceled trips, canceled blocks, or closed stops made in our system. For detours, our algorithm initially adjusts predictions based on the additional distance the detour takes; the model then learns as more buses take the detour resulting in increasingly accurate predictions.



- ✓
**Intuitive Detour Information via Trip-Modifications**
Swiftly and Transit App recently co-developed Trip-Modifications, part of the GTFS-rt TripUpdates spec, to help agencies display intuitive detour information to app users in real time. With Trip-Modifications, agencies are now able to use Swiftly's data feeds to share real-time detour information – including detour shapes and temporary stops – with passenger apps and websites. This allows agencies to display detours on rider-facing maps in real time for the first time ever.
- ✓
**Automated Data Feed Monitoring**
Swiftly continuously monitors and provides visibility into external data feeds that support the platform. This monitoring means that data issues, like GTFS expiring or AVL feeds going offline, can be discovered nearly instantly to resolve the problem with the partner agency rapidly.
- ✓
**Automated Data Health Monitoring**
In addition to monitoring data feeds, Swiftly also continuously monitors and tracks data health about operational information such as vehicle assignment rate, assignment source, and the number of vehicles with inaccurate real-time information due to missing or incorrect assignments. The Swiftly platform can surface this information to the agency, ensuring that all internal and external data is as accurate as possible.
- ✓
**Cloud-Enabled APC**
Swiftly is the only platform that can ingest raw APC data in real-time and use this data to publish real-time crowding to GTFS-rt without deploying any Swiftly hardware or software within the vehicle. Swiftly processes all raw APC data in the cloud and correctly matches this data to the appropriate route, trip, block, and run IDs in GTFS, all in real-time, using Swiftly's unique auto-assignment technology and supplemental assignment data.
- ✓
**Deriving & Managing Headways**
Swiftly is the only platform that derives dynamic schedule-based headways directly through GTFS without the need for other configurations or data entry. This derived headway information is then used to assist agencies in dynamically managing real-time headways relative to scheduled headways, as well as historical reporting on actual headway reliability.
- ✓
**Granular Data Storage**
Swiftly generates and stores important data attributes, such as on-time performance, actual headways, speed, and scheduled headways for every GPS position update, not just when a vehicle is at a stop or a timepoint. This allows agencies to access the most granular information possible.
- ✓
**Self-Learning Algorithms**
Swiftly is the only platform that leverages large volumes of historical data paired with real-time observations and sophisticated self-learning algorithms to predict future travel times accurately. These travel times drive more accurate passenger-facing ETAs, which are updated with every new GPS position from any onboard vehicle hardware.
- ✓
**Big Data Analysis Without Intermediary Processing**
Swiftly is the only platform that allows agencies to analyze and visualize millions of data points in seconds without intermediary data processing. Additionally, Swiftly showcases these data and insights in dynamic, visually appealing, and easy-to-understand visualizations (including charts, graphics, and maps where applicable).



- ✓ **Deep Linking** Swiftly is the only platform that supports deep linking, meaning that agency staff can jump between analyzing on-time performance, runtimes, vehicle speeds, operator performance, and real-time system status while maintaining user settings, such as the route being investigated.
- ✓ **Read & Write APIs** Swiftly provides a full suite of read and write APIs that enable agencies to access data collected and calculated by Swiftly and also the ability to write information into Swiftly. The APIs cover both real-time and historical information, as well as the ability to write service changes into the platform.
- ✓ **Cloud based with rapid continuous improvements** We are constantly making improvements to our system. We average 25 deployments a week which occur with zero downtime for users, and our system uptime exceeds 99.9%.

Peer agency Sole Source examples available upon request.



## Swiftly SaaS Terms and Conditions

These Software as a Service Terms and Conditions (together with any applicable Order Form issued hereunder, the "Agreement"), effective as of the date set forth on an applicable Order Form ("Effective Date"), is between Swiftly, Inc., a Delaware corporation, with an address at 2261 Market Street #4151, San Francisco, CA 94114-1612 ("Swiftly"), and the Customer named in such Order Form ("Customer"). Swiftly and Customer agree as follows:

### 1. SERVICES

1.1 License. Subject to the terms and conditions of this Agreement, Swiftly (a) will use commercially reasonable efforts to host, operate and maintain the services as set forth on the Order Form, which may include the Swiftly platform (the "Platform"), the Swiftly API (the "API"), and/or other services offered by Swiftly (collectively, the "Services"), (b) grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services and (c) grants Customer a non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. For clarity, unless otherwise specified by Swiftly in writing, any and all rights or licenses granted by Swiftly to Customer shall only apply to Customer and not Customer's affiliates, including, without limitation, any parent, subsidiary, or other entity controlled by or under common control with Customer.

1.2 Access and Account Setup. Upon execution of an Order Form, Swiftly will provide Customer with a unique login and password to access the Services web pages which are hosted and maintained by Swiftly. Customer shall be responsible for the acts or omissions of any person who accesses the Services using logins provided to or created by Customer. Swiftly reserves the right to modify or discontinue any part of the Services at any time by giving thirty (30) days' prior written notice to Customer, provided that in the event such modification or discontinuance materially reduces the functionality of the Services, Customer may terminate this Agreement upon at least thirty (30) days' prior written notice to Swiftly, and Swiftly shall provide Customer with a pro-rated refund of any pre-paid fees for Services not performed by the effective date of termination. From time to time, Swiftly personnel may log in to the Service under Customer's account in order to maintain or improve the Service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

1.3 Service Availability. Swiftly will use commercially reasonable efforts to maintain the Service availability to send and receive data, subject to downtimes resulting from maintenance, repairs and upgrades. Swiftly will attempt to notify Customer electronically via the Service in advance of any planned downtime. Notwithstanding the foregoing, Swiftly will not be liable for any failures in the Service or any other problems which are related to (a) the Customer Content (b) outages to any telecommunications or public Internet backbones, networks or servers, or other equipment or service outside of Swiftly's facilities or control.

1.4 Service Support. Swiftly will provide Customer with e-mail support for Customer's use of the Service during Swiftly's regular business hours. Customer agrees that Swiftly is not responsible

to provide support for any issues resulting from problems, errors or inquiries related to Customer's systems or hardware.

1.5 Customer Content. As used herein, the term "Content" includes, without limitation, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services, including without limitation all Customer Content (as defined below). All Content created through or submitted to the Services by Customer (collectively "Customer Content") is the sole responsibility of Customer. Customer acknowledges and agrees that Swiftly will not assume any, and hereby disclaims all, responsibility and liability for Customer Content and any modifications thereto. Customer hereby grants Swiftly a worldwide, non-exclusive, perpetual, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Content.

1.6 Use Restrictions. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any of Swiftly's Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the Services, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, harvest, scrape, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction, (f) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services, (g) remove any copyright patent, trademark, or other intellectual property notices, information, and restrictions contained in any Content accessed through the Services, or (h) permit any third party to engage in any of the foregoing proscribed acts.

1.7 Limitations. Swiftly will not be responsible or liable for any failure in the Services resulting from or attributable to (a) Customer use of the Services not in accordance with this Agreement or any relevant documentation provided by Swiftly, (b) failures in any telecommunications, network or other service or equipment outside of Swiftly's or its service providers' facilities, (c) Customer's or any third party's products, services, negligence, acts or omissions, (d) any force majeure or other cause beyond Swiftly's reasonable control, or (e) unauthorized access, breach of firewalls or other hacking by third parties. In particular, Swiftly makes no representations or warranties and disclaims any and all liability with respect to any third party products and services (collectively, "Third Party Materials") that Swiftly acquires pursuant to or at the direction of Customer. Customer acknowledges that it is solely responsible for deciding which Third Party Materials it requires Swiftly to purchase on its behalf, and Customer shall look solely to the manufacturer of such Third Party Materials in the event of any defect in the material or workmanship of such Third Party Materials. All such Third Party Materials shall be delivered directly to Customer and at no time shall Swiftly have possession of such Third Party Materials.

## **2. PROPRIETARY RIGHTS**

2.1 Subject to the rights and licenses expressly granted hereunder, Customer shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Customer Content. Subject to the limited rights and licenses expressly granted hereunder, Swiftly (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Services, the Platform, the API, all Content (excluding the Customer Content), all Swiftly trademarks, names, logos, all copies, modifications and derivative works thereof, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. Additionally, all Customer (a) suggestions for correction, change or modification to the Services, (b) evaluations, and (c) other feedback, information and reports provided to Swiftly hereunder (collectively, "Feedback"), will be the property of Swiftly, and Customer shall and hereby does assign any rights in such Feedback to Swiftly. Customer agrees to assist Swiftly, at Swiftly's expense, in obtaining intellectual property protection for such Feedback, as Swiftly may reasonably request.

## **3. CONFIDENTIALITY**

3.1 Definition. Each party agrees that the business, technical and financial information, including without limitation, the Services, the Platform, and the API, and all software, source code, inventions, algorithms, know-how and ideas and the terms and conditions of this Agreement, designated in writing as confidential or disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, shall be the confidential property of the disclosing party and its licensors ("Confidential Information"). For the avoidance of doubt, any and all data provided to Customer through the Services (other than Customer Content) shall be considered Swiftly's Confidential Information. Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party.

3.2 Confidentiality. Except for the specific rights granted by this Agreement, the receiving party shall not access, use or disclose any of the disclosing party's Confidential Information without its written consent, and shall use at least the standard of care used to protect its own Confidential Information, but not less than reasonable care to protect the disclosing party's Confidential Information, including ensuring that its employees and contractors with access to such Confidential Information (a) have a need to know for the purposes of this Agreement and (b) have been apprised of and agree to restrictions at least as protective of the disclosing party's Confidential Information as this Agreement. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided that either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, financing transaction or due diligence inquiry. In providing the Services, Customer agrees that Swiftly is expressly

authorized to track ridership data. To verify such ridership data, Swiftly may be required to review surveillance footage from security cameras in Customer's buses. Customer agrees that it has obtained all necessary consents and authorizations to allow Swiftly to review such surveillance footage for the sole purpose of tracking ridership data, and shall indemnify Swiftly against any third-party claims asserted against Swiftly for any breach by Customer of the foregoing.

3.3 Required Disclosure. Nothing herein shall prevent a receiving party from disclosing any Confidential Information as necessary pursuant to any applicable court order, law, rule or regulation; provided that prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party (to the extent legally permitted) in writing of such requirement to disclose and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

#### **4. PAYMENTS; TAXES**

4.1 Customer shall pay to Swiftly fees as set forth in an applicable Order Form in accordance with the terms therein. Past due amounts shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. All payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments, and Customer agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon Swiftly's net income.

#### **5. LIMITED WARRANTY AND DISCLAIMERS**

5.1 General. Each party represents and warrants that: (a) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (b) this Agreement is legally binding upon it and enforceable in accordance with its terms; (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding to which it is a party or by which it may be bound; and (d) it will perform its obligations hereunder in accordance with all applicable laws.

5.2 Customer. Customer represents and warrants that (a) Customer has all rights to grant the licenses to Swiftly set forth herein, including without limitation to Customer Content, without infringement or violation of any applicable laws or third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights, and (b) Customer shall not make available through the Services any Content that is disparaging, obscene, offensive, or otherwise inappropriate or that contains any viruses or any other harmful code.

5.3 Third-Party Software and Hardware. Swiftly assigns to Customer all of the vendors' and manufacturers' warranties and indemnities relating to any third-party hardware and software to the extent Swiftly is permitted by the vendors and manufacturers to make such assignments to Customer. Such assignment is subject to all of the terms and conditions imposed by the

vendors and manufacturers with respect thereto. No other warranty is provided for any such third party software and hardware. Customer agrees to contact such vendors or manufacturers directly in the event of any failure or defect with such hardware.

## **6. DISCLAIMERS**

6.1 EXCEPT AS PROVIDED IN SECTION 5.1 HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, SWIFTLY HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, RELIABILITY, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## **7. LIMITATION OF LIABILITY**

7.1 EXCEPT FOR ANY BREACH OF SECTION 3 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) INTERRUPTION OF USE, LOSS OR INACCURACY OF DATA, LOSS OF, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT (IN THE CASE OF SWIFTLY) OR PAID AND PAYABLE BY IT (IN THE CASE OF CUSTOMER) HEREUNDER DURING THE SIX (6) MONTHS PRECEDING SUCH CLAIM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. FOR CLARITY, CUSTOMER AGREES THAT SWIFTLY SHALL HAVE NO LIABILITY FOR ANY THIRD PARTY MATERIALS.

## **8. TERM AND TERMINATION**

8.1 Term. Unless otherwise specified in an applicable Order Form or terminated as provided herein, this Agreement shall commence on the Effective Date and shall continue for one (1) year from the Effective Date. The term shall automatically renew for successive one (1) year terms, with an annual price increase of 10% unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the end of the then current term.

8.2 Termination. This Agreement may be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30)

days after receiving written notice of such breach from the non-breaching party (ten (10) days in the case on non-payment).

8.3 Effects of Termination. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive. The provisions of Sections 2 (Proprietary Rights), 3 (Confidentiality), 6(Disclaimers), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9.3 shall survive. Customer acknowledges that no refunds shall be provided unless there is a termination for breach of this Agreement.

## **9. GENERAL PROVISIONS**

9.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations or agreements (oral or written), between the parties regarding the subject matter hereof. Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement.

9.2 Publicity. Customer hereby consents to inclusion of its name and logo in client lists and marketing materials that may be published as part of Swiftly's marketing and promotional efforts. From time to time upon Swiftly's request, Customer agrees it will provide reasonable cooperation and assistance in connection with such efforts (such as, for example, by acting as a reference, issuing press releases and writing testimonials and case studies with statements attributed to a named employee of Customer).

9.3 Modification and Waiver. No change, consent or waiver under this Agreement will be binding on either party unless made in writing and physically signed by an authorized representative of both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

9.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in San Francisco County, California, and both parties consent to the jurisdiction of such courts with respect to any such actions.

9.6 Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 3, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the

non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

9.7 Notices. All notices under this Agreement will be in writing and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email or facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

9.8 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

9.9 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by Customer without Swiftly's written consent. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

10.10 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

## **10. INVENTORY PURCHASES**

10.1 F.O.B. Shipping Point. All hardware (GPS, Accessories, etc.) is sold F.O.B. shipping point.

10.2 Sales Tax. Inventory purchases may result in sales tax. If Customer is not tax exempt, sales tax may be added to the invoice.

10.3 Warranty. Swiftly warrants to Customer that the GPS tracker and accessories provided by Swiftly (the "Product") contained in the original packaging will be free from physical defects in materials and workmanship for a period of ONE (1) YEAR from the date of purchase by the original purchaser ("Warranty Period"). If a defect arises and a valid claim is received within the Warranty Period, then as your sole remedy (and Swiftly' sole liability), Swiftly will at its option and sole discretion: 1) replace the Product with a new product that is functionally equivalent to the original, or 2) issue a credit for the price of such Product, in each case within 30 days following receipt of the returned Product.

To obtain warranty service, please contact Swiftly at (415) 483-9777 or support@goswift.ly to speak with a service agent or open a service request. Please be prepared to identify the specific Product (including its serial number) and the nature of the problem. If you ship the Product for repair or replacement, we recommend that the Product must be insured, and shipped freight prepaid and securely packaged. You must call for a Return Material Authorization Number ("RMA Number") before shipping any Product, and include the RMA Number and a description

of the problem you are experiencing with the Product. Any claim under this Limited Warranty must be submitted to Swiftly before the end of the Warranty Period.

This Limited Warranty does not cover any physical defects or problems that arise out of or as a result of: (a) maintenance or repairs, modifications, alterations or tampering by anyone who is not an authorized representative of Swiftly; (b) accident, abuse, misuse, transport, neglect, liquid contact, fire or other external causes; (c) operation, handling, storage, installation, testing or use not in accordance with any instructions provided by Swiftly and related to use or operation of the Product; (d) damage caused by use with another product; or (e) Acts of God including lightning, flood, tornado, earthquake or hurricane, in each case as determined by Swiftly.

This Limited Warranty gives you specific legal rights and you may also have other rights, which vary from state to state. To exercise your rights under this Limited Warranty, please contact Swiftly at:

**MAIL**

2261 Market Street #4151  
San Francisco, CA 94114-1612

**EMAIL**

support@goswift.ly

**PHONE**

(415) 483-9777

GPS Tracker & Accessory Warranty: Swiftly will provide a repair or replace warranty for GPS Trackers & Accessories for up to one (1) year from the ship date.

**CCPA ADDENDUM**

The parties acknowledge and agree that Swiftly, Inc. is a service provider for the purposes of the California Consumer Privacy Act ("CCPA") and is receiving personal information from Customer pursuant to the Agreement for a business purpose. Service Provider shall not sell any such personal information. Service Provider shall not retain, use or disclose any personal information provided by Customer pursuant to the Agreement except as necessary for the specific purpose of performing the services for Customer pursuant to the Agreement, or otherwise as set forth in the Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Service Provider certifies that it understands the restrictions of this paragraph.

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

**Service Provider: Swiftly, Inc.**

**Date: 4/1/25**

**City Contract No. 2025-177**

**Scope of Work: Access to Swiftly SaaS**

**1. INSURANCE:**

Service Provider shall not commence work under this Agreement until Service Provider has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Service Provider allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Service Provider, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) **Commercial General Liability Insurance:** Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Two Million Dollars (\$2,000,000) products and completed operations for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000).

(b) **Workers' Compensation Insurance:** Service Provider shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Service Provider shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) **Commercial Auto Insurance:** [Intentionally Omitted]

(d) **Cyber Liability Insurance:** Service Provider must carry Cyber Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Service Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

03/2025

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

**Service Provider: Swiftly, Inc.**

**Date: 4/1/25**

**City Contract No. 2025-177**

**Scope of Work: Access to Swiftly SaaS**

- (e) Builder's Risk Insurance: [Intentionally Omitted]
- (f) Contractors Pollution Insurance: [Intentionally Omitted]
- (g) Professional Liability Insurance: [Intentionally Omitted]

(h) Umbrella or Excess Policy: Service Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and Automobile Liability insurance. No coverage or policies maintained by the City ("Additional Insureds"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

(i) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Service Provider shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(j) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Service Provider, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Service Provider's insurance (at least as broad as ISO CG 20 10 for ongoing operations and CG 20 37 for products/completed operations).

(2) For any claims related to this project, Service Provider's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Service Provider's insurance and shall not contribute with it.

03/2025

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

**Service Provider: Swiftly, Inc.**

**Date: 4/1/25**

**City Contract No. 2025-177**

**Scope of Work: Access to Swiftly SaaS**

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Service Provider shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(k) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or with an insurer to which the City has provided prior approval.

(l) **Additional Insurance Requirements:** Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Service Provider shall be responsible for providing updates copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional and shall be endorsed to state such; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

(m) **Waiver of Subrogation:** With the exception of professional liability, Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Service Provider, its agents, employees, independent contractors and subcontractors. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

03/2025

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

**Service Provider: Swiftly, Inc.**

**Date: 4/1/25**

**City Contract No. 2025-177**

**Scope of Work: Access to Swiftly SaaS**

(n) **Subcontractors:** Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(o) **Surety Bonds:** [Intentionally Omitted]

**2. INDEMNIFICATION:**

**Indemnity for Professional Liability:** When the law establishes a professional standard of care for Service Provider's Services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Service Provider (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Service Provider (and its Subcontractors) and the City in the performance of professional services under this Agreement. Service Provider shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

**Indemnity for other than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or agency for which Service Provider is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Service Provider.

**3. TERM:** The term of this Agreement shall be one (1) year(s), effective on April 1, 2025 and terminate on March 31, 2026, subject to City's availability of funds.

**4. CONFLICT:** Notwithstanding Section 10.1 "Entire Agreement" of Service Provider's SaaS Terms and Conditions, dated January 27, 2025, Service Provider understands and agrees that should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

03/2025

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

Service Provider: Swiftly, Inc.

Date: 4/1/25

City Contract No. 2025-177

Scope of Work: Access to Swiftly SaaS

**5. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE:** Notwithstanding Section 3 of Service Provider's SaaS Terms and Conditions, dated January 27, 2025, Service Provider understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq. which may affect or limit City's obligations under Section 3.

**6. EXECUTION AND COUNTERPARTS.** This Addendum may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Addendum and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Addendum or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**7. GOVERNING LAW:** This Addendum shall be interpreted, construed, and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in the County of Stanislaus, State of California.

**8. CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Wayne York  
City of Turlock  
Municipal Services Department  
1418 N. Golden State Blvd, Suite 1  
Turlock, California 95380  
Telephone Number: (209) 668-2800  
E-mail Address: [WYork@turlock.ca.us](mailto:WYork@turlock.ca.us)

*Signatures on following page*

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

Service Provider: Swiftly, Inc.

Date: 4/1/25

City Contract No. 2025-177

Scope of Work: Access to Swiftly SaaS

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by and through their respective officer's thereunto duly authorized.

**CITY OF TURLOCK, a municipal corporation**


**SWIFTLY, INC.**

By:   
Reagan M. Wilson, City Manager

By: 

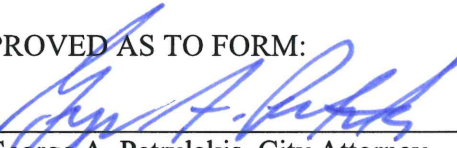
Date: 4/7/25

Title: CFO

By:   
Christopher Fisher,  
Municipal Services Director

Print name: Rob Gaffney

Date: 04 / 03 / 2025

APPROVED AS TO FORM:  
By:   
George A. Petrulakis, City Attorney

ATTEST:  
By:   
Nichole Fiez, City Clerk

# City Council Staff Report

March 24, 2026



---

From: Christopher Fisher, Municipal Services Director  
Prepared by: Elizabeth Hardwick, Staff Services Analyst  
Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving an agreement (City Contract 2026-075) with KONE Inc., in a form approved by the City Attorney, for elevator maintenance and repair services for a five-year term in an amount not to exceed \$300,000, expensed to Fund 110 (General)

**2. NARRATIVE:**

The City of Turlock operates elevators at multiple municipal facilities that require routine maintenance, inspections, testing, and on-call repair services to ensure safe and reliable operation in compliance with applicable state and federal codes. Ongoing maintenance reduces service disruptions, mitigates safety risks, and extends the useful life of City assets.

The proposed agreement is between the City of Turlock and KONE Inc. for elevator maintenance and repair services. The agreement establishes an initial five-year term beginning March 24, 2026, and ending March 24, 2031, with an option for the City to extend the agreement for one additional five-year term under the same terms and conditions.

Under the agreement, KONE Inc. will provide comprehensive maintenance services for covered elevators, including routine maintenance visits, repair or replacement of covered components, response to service requests, and performance of required annual and five-year testing as applicable. Services are provided in accordance with the scope of work and pricing outlined in Exhibit A and through the OMNIA cooperative purchasing program.

Approval of this agreement will ensure continued elevator maintenance services without interruption and support the safe operation of City facilities.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The cost will be expensed from Fund 110 (General Fund) and allocated between the following accounts: 90% to Account No. 110-20-200.43125\_004 (Police – Special Operations, Maintenance – Elevator/Inspection) and 10% to Account No. 110-30-300.43125\_004 (Fire – Operations, Maintenance – Elevator/Inspection).

The agreement establishes a total not-to-exceed amount of \$300,000, which includes some contingency for any necessary repairs. There is adequate funding available in the applicable operating accounts in Fiscal Year 2025-2026, and no additional funds are necessary or requested to be appropriated at this time.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists

of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**5. ALTERNATIVES:**

A. Council could choose not to approve the Agreement. This action is not recommended as elevator maintenance services are needed and KONE has been awarded a competitive contract for providing them to government agencies.

B. Provide staff direction on how to proceed.

**6. ATTACHMENTS:**

1. City Contract 2026-075 with KONE Inc.



**SERVICE PROVIDER (PREVAILING WAGE) AGREEMENT BETWEEN THE CITY  
OF TURLOCK  
and  
KONE INC.  
for  
ELEVATOR MAINTENANCE AND REPAIR SERVICES**

---

**City Contract No. 2026-075**

**THIS SERVICE PROVIDER AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and KONE INC., a Delaware corporation (“Service Provider”), on this 24<sup>th</sup> day of March 2026 (the “Effective Date”). City and Service Provider may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

**RECITALS**

**A.** City seeks to hire an independent contractor to perform Service Provider services to assist City with Elevator Maintenance and Repair Services (the “Project”).

**B.** Service Provider has made a proposal to City to provide such Service Provider services. A description of the services Service Provider proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Service Provider to perform the Services, subject to the terms and conditions set forth in this Agreement and in accordance with the OMNIA Agreement.

**C.** The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

**D.** The Parties have outlined the rates and method of payment to Service Provider for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## AGREEMENT

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 52 of this Agreement, Sections 1 through 52 shall prevail.

**2. Term.** The term of this Agreement shall be five (5) years and will commence on the Effective Date and terminate on the 24<sup>th</sup> day of March, 2031 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

**3. Extension of Agreement.** City may elect to extend this Agreement for one (1) additional five (5) year term, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Service Provider thirty (30) days prior to the expiration of this Agreement.

**4. Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

**5. Work.**

**5.1. Services.** Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Service Provider shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**5.2. City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Service Provider’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Service Provider and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Service Provider mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

**5.3. Service Provider Requested Modification in Services.** Service Provider shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Service Provider provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Service Provider’s proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Service Provider’s

proposed revisions, if any, to the Completion Schedule; and (4) set forth the Service Provider's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule.

Notwithstanding anything contained to the contrary within this Agreement, Service Provider's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Service Provider shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Service Provider to perform its work shall be the City's sole responsibility and expense.

#### **5.4 Obsolescence.**

(a) Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. Service Provider will provide City with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the City's expense.

(b) Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

### **6. Compensation.**

**6.1. Amount, Time and Manner of Payment for Service Provider Services.** City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Service

Provider shall not exceed Three Hundred Thousand and No/100ths Dollars (\$300,000.00) (“Maximum Payment”), unless the Parties mutually agree in writing otherwise.

**6.2. Deposit. [Intentionally Omitted]**

**6.3. Subsequent Payments.** City shall make monthly payments in the amount invoiced by Service Provider within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Service Provider of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

**6.4. Invoices.** Service Provider shall provide City with monthly invoices sufficiently evidencing Service Provider’s expenses and completion of the Services. All invoices furnished to City by Service Provider shall be in a form approved by City. The payments specified shall be the only payments made to Service Provider for performance of the Services, including compensation for any Modification. Service Provider shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City’s customary procedures and practices for issuing payments to independent contractors.

**7. Notice to Proceed.** Service Provider shall not commence the performance of the Services until it has been given notice by City (“Notice to Proceed”).

**8. Time of Performance.** Service Provider warrants that it will commence performance of the Services within ten (10) calendar day(s) of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

**9. City Assistance to Service Provider. [Intentionally Omitted]**

**10. Time and Personnel Devoted to Services.** Service Provider shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

**11. Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Service Provider. Service Provider will conform with City’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City’s request, shall be supervised by Service Provider. Service Provider is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

**11.1. Payment of Prevailing Wage:**

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, some work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”).

Some work performed by Service Provider or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Service Provider and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Service Provider, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

*(b) Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Service Provider shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Service Provider or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Service Provider shall post prevailing wage rates at the Project no later than the first day Service Provider commences performance of the Services under the Contract.

**12. Representations of Service Provider.** City relies upon the following representations by Service Provider in entering into this Agreement:

**12.1. Qualifications.** Service Provider represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Service Provider shall also ensure that all subcontractors are similarly licensed and qualified. Service Provider and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Service Provider represents and warrants to City that Service Provider shall, at Service Provider's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Service Provider to practice Service Provider's profession at the time the Services are rendered.

**12.2. Service Provider Performance.** Service Provider represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by

providers of the Services to be provided. Service Provider shall adhere to accepted Service Provider standards as set forth by relevant Service Provider associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted Service Provider customs, procedures and standards for such Services. Service Provider agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Service Provider shall re-perform or replace unsatisfactory Service at no additional expense to City.

**12.3. No Waiver of Claims.** The granting of any progress payment by City, or the receipt thereof by Service Provider, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Service Provider to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

**12.4. City's Remedies are Cumulative.** Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Service Provider may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

**12.5. No Conflict of Interest.** Service Provider represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

**13. Conformity with Law and Safety.** Service Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Service Provider must be in accordance with these laws, ordinances, codes and regulations. Service Provider's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Service Provider shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Service Provider shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Service Provider's subcontractor, if any; (c) name and address of Service Provider's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Service Provider shall immediately notify City. Service Provider shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

**14. Confidentiality.** Service Provider understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Service Provider may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Service Provider shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Service Provider written authorization to make any such disclosure, Service Provider shall do so only within the limits and to the extent of that authorization. Service Provider may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Service Provider agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Service Provider may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Service Provider shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City’s Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

**15. Excusable Delays; Notice to Other Party of Delay.** Service Provider shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Service Provider. Force Majeure does not include: (a) Service Provider’s financial inability to perform; (b) Service Provider’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Service Provider’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Service Provider.

**16. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**17. Suspension of Services by City.** City reserves the right to suspend Service Provider's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Service Provider notice of such suspension and Service Provider shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive

days, for reasons other than the fault of the Service Provider, the Service Provider shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Service Provider's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Service Provider shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Service Provider during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Service Provider within thirty (30) days of Service Provider resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Service Provider for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Service Provider no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

**18. Ownership of Work Product.** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, Service Provider or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Service Provider or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Service Provider or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Service Provider hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Service Provider may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Service Provider agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Service Provider's Services hereunder. Service Provider shall have no ownership interest in such Products.

All work product of Service Provider under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Service Provider agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received

from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Nothing contained in the Agreement, Contract Documents or the referenced project plans and specifications, shall (i) require Service Provider to disclose any trade secrets or proprietary information, or (ii) supersede the rights of Service Provider to full protection of all copyrights, patents or proprietary items or information furnished in connection with Service Provider's provision of materials and labor with respect to the Project. The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with Service Provider. Any software supplied with City's equipment is licensed to City or its successors, but only for use with, and for the operation of, the equipment. Use of such software for any other purpose is prohibited. Service Provider shall not provide any information such as Service Provider's internal manuals, manufacturing drawings or source codes.

**19. Termination of Work by City for Its Convenience.** City shall have the right to terminate this Agreement at any time for its convenience by giving the Service Provider at least thirty (30) days notice of such termination to Service Provider. In the event City shall give such notice of termination, Service Provider shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Service Provider shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Service Provider or before Service Provider commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Service Provider. If City terminates this Agreement after City has issued the Notice to Proceed to Service Provider and after Service Provider has commenced performance under this Agreement, City shall pay Service Provider the reasonable value of the Services rendered by Service Provider pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Service Provider shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Service Provider prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Service Provider prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Service Provider after the date of the notice of termination.

**20. Assurance of Performance.** If, at any time, City believes Service Provider may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Service Provider for written assurances of performance and a plan to correct observed deficiencies in Service Provider's

performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**21. Cancellation for Breach by Either Party.** Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement and not cure such failure within 30 days of written notice, the other Party shall thereupon have the right to cancel the Agreement by giving an additional 10 days written notice and specifying the effective date of such cancellation.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Service Provider's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Service Provider.

City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services required by this Agreement.

**22. Non-Discrimination.** In its performance of the Services, Service Provider shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

**23. Arbitration of Disputes.** All claims, disputes, and other matters in question between City and Service Provider arising out of or relating to this Agreement or the breach thereof, including claims of Service Provider for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Service Provider, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

**24. Insurance Coverage.** During the Term, the Service Provider shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A-:VII or Standard and Poor or Moody's with equivalent rating and will provide City with written proof of said insurance. Service Provider shall maintain coverage as follows:

**24.1 Commercial General Liability.** Service Provider shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be

doubled. The completed operations coverage would only be provided for as long as KONE remains the Service Provider.

**24.2 Workers' Compensation Insurance and Employer's Liability.** Service Provider shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident or disease. Service Provider shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

**24.3 Professional Liability.** [INTENTIONALLY OMITTED]

**24.4 Commercial Automobile Liability.** Service Provider shall maintain Commercial Automobile Liability Insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars (\$2,000,000.00) or greater each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, agents, employees, and volunteers are included or named as additional insureds. If Service Provider owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

**24.5 Umbrella or Excess Policy.** Service Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying policies of insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.

**24.6 Waiver of Subrogation.** With the exception of professional liability, Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Service Provider, its agents, employees, independent contractors and subcontractors. Service Provider shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Service Provider agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

**25. Additional Insurance Requirements.** Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Service Provider shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty

(30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. If carrier will not provide the required notice of cancellation, the Service Provider shall provide written notice to the City no longer than ten (10) business days before cancellation.; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Service Provider and shall be endorsed to state such; (c) name City of Turlock as a certificate holder; (d) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; contain no special limitations on the scope of protection afforded to City; (d) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Service Provider's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

## **26. Indemnifications.**

**26.1 Indemnification for Professional Liability.** When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Service Provider shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Service Provider or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Service Provider, or any direct or indirect subcontractor, employee, contractor, representative or agent of Service Provider, or anyone that Service Provider controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City's Agents.

**26.2 Indemnification for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or agency for which Service Provider is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Service Provider. Notwithstanding any provisions contained in the Agreement to the contrary, Service Provider's obligation to provide indemnification to City and indemnified parties (if any) shall apply if caused by the negligence or breach of contract by Service Provider (or its subordinates) and not caused by others. Service Provider's insurance company will not be

required to defend or indemnify City and indemnified parties (if any) based on unfounded allegations that lack evidence of actual negligence or wrongdoing by the Service Provider (or its subordinates).

**27. Liability of Parties.** Notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other party, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**28. Independent Contractor.** At all times during the Term, Service Provider shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Service Provider performs the Services required under this Agreement. Service Provider shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Service Provider. City shall have the right to control Service Provider only insofar as the result of Service Provider's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Service Provider accomplishes Services rendered pursuant to this Agreement.

**29. Service Provider Not Agent.** Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**30. Payment of Taxes and Other Expenses.** Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Service Provider.

**31. Notices.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:

**City of Turlock  
Attn: Christopher Fisher  
156 S. Broadway, Suite 150  
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office  
Attn: George A. Petrulakis, City Attorney  
156 S. Broadway  
Turlock, California 95380-5456**

If to Service Provider: KONE Inc.  
**Attn: Legal Department**  
3333 Warrenville Road, Ste 700  
Lisle, IL 60532

**32. City Contract Administrator.** City's contract administrator and contact person for this Agreement is:

Mike Murphy  
Parks, Streets and Public Facilities Maintenance Superintendent  
144 S. Broadway  
Turlock, California 95380  
Telephone: (209) 668-5594  
E-mail: Mmurphy@turlock.ca.us

**33. Interpretation.** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**34. Use of City Project Number.** [Intentionally Omitted]

**35. Modification.** No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

**36. Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**37. Assignment.** No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**38. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**39. Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any

rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

**40. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**41. Venue.** Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

**42. Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**43. Execution and Counterparts.** This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**44. Audit.** City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Service Provider's charges to City under this Agreement. City's audit rights shall not extend to any information which Service Provider, in its sole discretion, considers confidential or proprietary, nor to any lump sum prices, unit rates, established charges or fixed percentages or multipliers agreed to by the parties.

**45. Entire Agreement.** This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

**46. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**47. Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

**48. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**49. Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**50. Attorney's Fees and Costs.** If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**51. Necessary Acts and Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**52. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

**CITY OF TURLOCK, a California  
municipal corporation**

**KONE INC., a  
Delaware corporation**

By: \_\_\_\_\_  
Gary R. Hampton, Interim City Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Record ID Number: 1269044

By: \_\_\_\_\_  
Christopher Fisher, Municipal Services  
Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

ATTEST:

By: \_\_\_\_\_  
Nichole Fiez, City Clerk



**Exhibit A**

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the OMNIA Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1, 2018) (“Contract”), together with those terms and conditions contained in this Exhibit A (collectively, “Service Agreement”). In the event of conflict between terms and conditions contained in the Sections 1 through 52 of the Agreement and this Exhibit A, Sections 1 through 52 of the Agreement will prevail shall supersede and prevail.

**PROPOSED UNITS & EQUIPMENT PRICING:**

Location Address	Elevators	Pricing
City of Turlock	1	Annual \$5,976.00 (498.00/month)
244 N Broadway	2	Annual \$5,976.00 (498.00/month)
Turlock, CA 95380		*starting TBD

**OMNIA Mechanic Rates**

LOCATION		POSITION								
2025		LICENSED MECHANIC			MECHANIC HELPER			Adjuster		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS
8	San Francisco, CA	\$ 327.30	\$ 556.41	\$ 654.60	\$ 273.69	\$ 465.28	\$ 547.38	\$ 359.28	\$ 610.77	\$ 718.56

**PROPOSED SCOPE OF WORK:****1. SERVICES****Complete Maintenance** - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

**A. Gearless Traction Elevators**

1. Relay Logic Control System  
All control system components.
2. Microprocessor Control System  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Gearless Machine Components  
All gearless machine components.
4. Hoistway and Pit Equipment  
All elevator control equipment and buffers.
5. Rails and Guides  
Guide rails, guide shoe gibs, and rollers
6. Ropes  
Hoist ropes, governor ropes, and compensation ropes.
7. Wiring  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. Door Equipment  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
9. Manual Freight Door Equipment  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. Power Freight Door Equipment  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. Signals and Accessories  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment  
All elevator control system components on the car.

**B. MRL Elevators**

1. Relay Logic Control System  
All control system components.
2. Microprocessor Control System  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Gearless Machines Components

- All MRL machine components.
- 4. Hoistway and Pit Equipment
  - All elevator control equipment and buffers.
- 5. Rails and Guides
  - Guide rails, guide shoe gibs, and rollers
- 6. Ropes
  - Hoist ropes, governor ropes, and compensation ropes.
- 7. Wiring
  - All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 8. Door Equipment
  - Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- 9. Manual Freight Door Equipment
  - Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
- 10. Power Freight Door Equipment
  - Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- 11. Signals and Accessories
  - Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
- 12. Car Equipment
  - All elevator control system components on the car.

**c. Hydraulic Elevators**

- 1. Relay Logic Control System
  - All control system components.
- 2. Microprocessor Control System
  - All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
- 3. Power Unit
  - Pump, motor, valves, and all related parts and accessories.
- 4. Hoistway and Pit Equipment
  - All elevator control equipment and buffers.
- 5. Rails and Guides
  - Guide rails, guide shoe gibs, and rollers
- 6. Wiring
  - All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 7. Door Equipment
  - Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- 8. Manual Freight Door Equipment
  - Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
- 9. Power Freight Door Equipment
  - Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- 10. Hydraulic System Accessories
  - Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic

fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

11. **Signals and Accessories**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. **Car Equipment**

All elevator control system components on the car.

2. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

3. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

**Regular Time Coverage** - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

**Overtime Portion Coverage** - (Equipment coverage per the table on page 1)

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

**Overtime Coverage** - (Equipment coverage per the table on page 1)

In addition to the above coverage, this Agreement covers requests for service during overtime working hours.

**Travel Time & Expenses** – (Equipment coverage per the table on page 1)

Purchaser will not be billed for travel time or expenses to and from the site for service requests covered under the scope of work.

4. **TESTS**

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

**HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code.

### **TRACTION ELEVATOR**

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

## **5. EXCLUSIONS**

The following are excluded from the scope of services and per attachment D "exclusions section" EV2516:

### **A. GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

### **B. OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs,

product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

**c. ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

**d. ESCALATOR**

1. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work.
2. KONE's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during KONE's technical survey, Purchaser will immediately remove the unit from service until repairs are performed. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposal. If Purchaser does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Agreement without penalty.
3. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

**6. Intentionally omitted**

---

**7. ASSIGNMENT**

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

**Remote Monitoring Service Voice Link and Wireless Phone Service**

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
<b>First Point of Contact (Required)</b>		
<b>Name:</b>	<b>Title:</b>	
<b>Phone #:</b>	<b>Cell Phone #:</b>	
<b>Second Point of Contact (Required)</b>		
<b>Name:</b>	<b>Title:</b>	
<b>Phone #:</b>	<b>Cell Phone #:</b>	
<b>Third Point of Contact (Optional)</b>		
<b>Name:</b>	<b>Title:</b>	
<b>Phone #:</b>	<b>Cell Phone #:</b>	
<b>Local Emergency Authorities (Required)</b>		
<b>Fire Department Phone #:</b>	<b>Police Department Phone #:</b>	

**CUSTOMER INFORMATION**

<b>Who is the agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

<b>Where should the invoice be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

# City Council Staff Report

March 24, 2026



---

From: Nick Showalter, Information Technology Director  
Prepared by: Luis Machado, Information Technology Manager  
Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving Amendment No. 1 to the Master Agreement (City Contract 2024-0033) with Konica Minolta Business Solutions U.S.A., Inc. for document management services, to extend the term of the agreement by four (4) years, for a total of seven (7) years ending August 28, 2030, and increasing the total compensation to an amount not to exceed \$700,000 for the entire term.

**2. NARRATIVE:**

Staff is requesting approval of Amendment No. 1 to the existing Master Agreement with Konica Minolta Business Solutions U.S.A., Inc.. Since 2015, the City has utilized the OnBase Enterprise Content Platform, managed by Konica Minolta, to provide secure and compliant document management services. These services are vital to the daily operations of multiple departments, including Police, Fire, Development Services, and Municipal Services.

The original agreement, effective August 29, 2023, established a three-year term with a total compensation limit of \$300,000. This proposed amendment extends the agreement for an additional four (4) years, ensuring continuity of service through August 28, 2030. The amendment also adjusts the total contract ceiling to \$700,000 to cover the extended seven-year period. All other terms and conditions of the original agreement remain in full force and effect.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The pricing for the extended term remains consistent at an amount not to exceed \$100,000 per year. The cumulative cost for the total seven-year term shall not exceed \$700,000.

Funding for these services is budgeted within the respective departments' account 43226 "Document Imaging System". Use of funds is contingent upon the availability of budgeted funds in each fiscal year. No additional appropriation is required at this time.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

**5. ALTERNATIVES:**

1. Council can choose not to approve Amendment No. 1 to the Master Agreement. However, allowing the current contract to expire would hinder the City's ability to

receive ongoing technical support, critical software licensing, and necessary updates for the OnBase platform. This platform is vital to the daily operations of various City departments. Without this amendment, the City would lose the benefit of the eleven years of experience and familiarity Konica Minolta has with the City's specific configuration and document retention needs.

2. Council may choose to recommend a shorter contract extension and the evaluation of other enterprise content management platforms. This process would require significant staff time and resources for identifying a sufficient system to migrate to. This would result in acquiring a new contract, potential migration costs, the development of a project implementation plan, and potential disruption to departments that rely on the existing system as a new system is implemented.

**6. ATTACHMENTS:**

1. Amendment 1 to KMBS NA Master Agreement
2. City of Turlock-KM NA Master Agreement 8-29-2023



# KONICA MINOLTA

## Amendment #1 to the Master Agreement

This Amendment No. 1 (“Amendment”) dated March 24, 2026 (“Amendment Date”), is made to the Master Agreement (“Agreement”), made effective as of August 29, 2023 (“Agreement Effective Date”), by and between Konica Minolta Business Solutions U.S.A., Inc. (“Konica Minolta”) and City of Turlock (“Client”). Any capitalized terms not defined in this Amendment shall be given their meanings set forth in the Agreement.

WHEREAS, the parties wish to modify the Agreement as expressly detailed herein.

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, the parties hereby agree to amend the Agreement as follows:

1. The term of this Agreement is hereby extended for four (4) additional years for a total of seven (7) years ending August 28, 2030, unless terminated earlier in accordance with the Agreement.
2. Pricing during the Term, as extended by this Amendment shall not exceed one hundred thousand dollars (\$100,000) per year for a total amount not to exceed seven hundred thousand dollars (\$700,000) for the entire term including the extension.
3. Except as modified herein, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any ambiguity between the terms hereof and the Agreement, this Amendment shall govern.

**City of Turlock**

**Konica Minolta Business Solutions U.S.A., Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

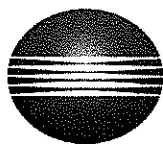
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**KONICA MINOLTA**

**North America Master Agreement**

between

**CITY OF TURLOCK**

156 S. Broadway, Turlock, California 95380

**(“Client”)**

and

**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

100 Williams Drive, Ramsey, New Jersey 07446

**(“Konica Minolta”)**

This North America Master Agreement ("Agreement") is made and entered as of August 29, 2023 ("Effective Date") by and between Client and Konica Minolta. Each is a "Party" and together are the "Parties" to this Agreement.

WHEREAS, Konica Minolta is a North American technology company that offers a comprehensive portfolio of Products, Services and solutions to clients; and

WHEREAS, Client has chosen Konica Minolta to be its supplier for the Products and Services offered under this Agreement; and

WHEREAS, this Agreement is subject to Copiers and Managed Print Services NASPO ValuePoint Contract #140597 and the State of California Participating Addendum #7-19-70-46-03; and

WHEREAS, the Parties now set forth the terms and conditions that will govern the acquisition and use of the Products and Services.

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, the Parties hereby agree as follows:

## 1. SCOPE

1.1 This Agreement sets forth the terms and conditions pursuant to which the Parties agree to engage one another in the United States only. This Agreement establishes the sale of Products and the provision of Services by Konica Minolta or one of its Affiliates. Konica Minolta may extend the terms of this Agreement to any or all of Client's Affiliates outside of the United States. Should Client wish to purchase Products and related Services outside of the United States, the respective Konica Minolta entity or Affiliate in that respective country may offer Supplements for the acquisition of such Products and related Services. Client and the Konica Minolta entity or Affiliate in the respective country agree to honor the terms of this Agreement and the Supplements as may be agreed to from time to time as if they were named herein as a party hereto.

1.2 The following Exhibits are incorporated herein and form a part of this Agreement:

- Exhibit 1 Intelligent Information Management Supplement

## 2. DEFINITIONS

"Affiliate": any legal entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control by a Party.

"Device": multifunctional devices, printers and other information technology hardware, peripherals, accessories and options supplied or serviced by Konica Minolta.

“Order”, “Statement of Work” or “SOW”: a transactional document entered into by and between Client and Konica Minolta by which the Client procures Products and Services from Konica Minolta pursuant to the terms of this Agreement and the applicable Supplement.

“Product(s)”: Device and Software.

“Service(s)”: professional and maintenance services provided by Konica Minolta as further described in the Exhibits attached hereto or subsequently agreed to in a Supplement or Statement of Work.

“Software”: programs, procedures and related documentation associated with a computer system as further defined in Section 9 of this Agreement.

“Supplement”: (i) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for the provision of certain Products and Services; (ii) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for Client and the Konica Minolta entity or Affiliate in a country outside of the United States to engage with one another under this Agreement; or (iii) a contract between Client and the Konica Minolta entity or Affiliate in a country outside of the United States that extends the terms of this Agreement to their country and adds to or modifies the terms of this Agreement to allow for operational and legal differences in their country. The terms of a Supplement control over the terms of this Agreement. A Supplement only applies to Client and the Konica Minolta entity or Affiliate operating in the country listed therein.

### 3. TERM

This Agreement comes into effect on the Effective Date and continues for three (3) years (unless sooner terminated pursuant to Section 6), subject to Client’s availability of funds. Notwithstanding the foregoing, Client shall not order any Products or Services under this Agreement unless it has appropriated adequate funds to pay for the Products or Services. The expiration or termination of this Agreement will have no impact on any then executed Orders or Statements of Work, which shall endure and be governed by this Agreement for their stated terms.

### 4. PRICING

The pricing for certain Products and Services offered hereunder is set forth in the attached Exhibits or in an Amendment to this Agreement. The Parties estimate that Client’s purchases of Products and Services under this Agreement shall be an amount not to exceed one hundred thousand dollars (\$100,000) per year, for a total amount not to exceed three hundred thousand dollars (\$300,000) during the initial three (3) years of this Agreement; provided, that the Parties execute an Amendment to this Agreement modifying the amounts provided herein in the event any Orders or Statements of Work are anticipated to exceed the yearly amount stated herein. Konica Minolta may offer new Products under this Agreement at prices agreed to with Client. Additional Products and Services shall be priced as agreed to in a revised Price Catalog or Statement(s) of Work. Products will

be new unless otherwise agreed to. Konica Minolta may notify Client of any modification or addition to the Price Catalog by email. Client's affirmative response by email or subsequent purchase shall constitute acceptance of the modification, addition or changes and shall bind both Parties.

## 5. INVOICING & PAYMENT

5.1 Konica Minolta offers a variety of invoicing options including country level fleet invoicing and invoicing through electronic invoice management services. Invoicing parameters may be established by Client and the Konica Minolta entity or Affiliate and may be a part of a Supplement or Statement of Work.

5.2 Payment is due within thirty (30) days from the date of the invoice. If Client fails to make any payment when due, Konica Minolta may: (i) refuse to continue to provide Services or additional Products and may enter Client's premises to recover any property or Products owned by Konica Minolta; (ii) convert the payment terms of this Agreement and/or any Statement of Work into a time, travel and material basis, with or without notice to Client, and proceed to furnish Service on a time, travel and material basis; and/or (iii) offset the amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement. If Client fails to make any payment when due pursuant to this Agreement, a Statement of Work, a Supplement and/or an Order, Client will be liable for any collection costs incurred by Konica Minolta along with a service charge of one and one-half percent (1.5%) per month of the total amount due or the maximum interest rate permitted by law, whichever is less. The use of an eProcurement solution, credit card, procurement card or similar payment device may incur additional fees. Title to Products shall remain in the name of Konica Minolta until full payment has been received.

5.3 Taxes: Prices are exclusive of all taxes. Client is liable for, and shall pay to Konica Minolta, all taxes imposed on any transaction under this Agreement and respective Statement of Work, Supplement or Order. Taxes include, but are not limited to, sales, use, transactional, personal property and value added taxes. By signing this Agreement, Client acknowledges its liability to Konica Minolta for such taxes unless a properly completed exemption certificate is received by Konica Minolta prior to invoicing. If an exemption certification is not received and Client disputes the tax charge, the Parties shall work together to resolve any issues. All tax disputes must be raised within ninety (90) days from the date of the invoice. After the ninety (90) day period, the tax charge is considered final. If Client receives a withholding tax order from any taxing authority, it shall immediately contact the Tax Director at Konica Minolta and provide a copy of such order. If Client fails to notify the Tax Director at Konica Minolta and provide the tax order, the withholding amount shall be considered invalid and Client shall be liable to immediately reimburse Konica Minolta the amount withheld. If Client notifies the Tax Director at Konica Minolta, Client is obligated to supply the dollar amount of the amount withheld along with a copy of the check. If the dollar amount and check are not provided, the deduction for withholding tax is considered invalid. CLIENT HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS NOT RECEIVED ANY TAX, FINANCIAL, ACCOUNTING OR LEGAL ADVICE FROM KONICA MINOLTA.

## 6. DEFAULT

6.1 Any of the following shall constitute an event of default under this Agreement:

- a. Any breach or failure of Client to make any payment required hereunder or under any Order when due, or the failure of Client or Konica Minolta to otherwise observe or perform any of its obligations, covenants or undertakings under this Agreement, an Order, a Statement of Work and/or a Supplement;
- b. Any misrepresentation or breach of warranty or covenant by either Party; and
- c. If a Party, or any guarantor of a Party's obligations hereunder or under an Order and/or Statement of Work, becomes insolvent or makes an assignment for the benefit of creditors or a receiver, conservator or liquidator of the Party, or all or a substantial part of its assets is appointed or a petition is filed by or against a Party under the Bankruptcy Codes or under any other insolvency law.

6.2 No express or implied waiver by either Party of any event of default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent event of default. The failure, delay or waiver of any such right in the future and any single or partial exercise of any particular right by a Party shall not exhaust such rights or constitute a waiver of any other right provided herein.

6.3 In the event of default by Client, Konica Minolta may, in its sole and absolute discretion:

- a. Charge Client interest on all payments due at a rate of up to eighteen percent (18%) per year from the date of default until paid, but no more than the maximum rate permitted by law; and/or
- b. Refuse to continue to Service Devices under this Agreement or any other agreement between Client and Konica Minolta; and/or
- c. Offset any amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement.

6.4 The prevailing Party in any action to enforce or defend its rights under this Agreement shall be entitled to reasonable attorneys' fees and costs from the other Party.

6.5 Either Party may terminate this Agreement for convenience with sixty (60) days' prior written notice.

6.6 If either Party breaches any of its obligations under this Agreement, the non-breaching Party must send the breaching Party written notice of the breach and demand that the breach be cured. That notice shall also specify the nature of the breach with reasonable detail so that the breaching Party may cure the breach. Unless the breaching Party cures the breach (i.e., by taking at least those reasonable actions required by the notice) and notifies the non-breaching Party of the cure within thirty (30) business days from receipt of the non-breaching Party's notice, the non-breaching Party shall have the right to terminate the affected Services at any time after the thirty (30) business day period by giving notice of termination to the breaching Party. The termination shall be effective upon receipt of the termination notice by the breaching Party, but the termination shall not operate to extinguish or

prejudice the other rights and remedies of the non-breaching Party with respect to the breach. However, if the breaching Party has cured the breach and given notice of the cure to the non-breaching Party before it receives the termination notice, the termination notice shall have no effect, and this Agreement shall remain in effect unless sooner terminated pursuant to this Section.

## 7. WARRANTY DISCLAIMER

KONICA MINOLTA WARRANTS THAT DEVICES MANUFACTURED BY KONICA MINOLTA, INC. OR ONE OF ITS AFFILIATES SHALL PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS PUBLISHED BY KONICA MINOLTA (AVAILABLE ON KONICA MINOLTA'S WEBSITE AND AVAILABLE UPON REQUEST). KONICA MINOLTA WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY APPLICABLE INDUSTRY STANDARDS. KONICA MINOLTA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT OR THE LIKE. KONICA MINOLTA'S SOLE LIABILITY (AND CLIENT'S EXCLUSIVE REMEDY) FOR ANY WARRANTY CLAIM SHALL BE FOR KONICA MINOLTA TO REPAIR OR REPLACE A DEFECTIVE DEVICE OR RE-PERFORM ANY DEFICIENT SERVICES, OR, IF KONICA MINOLTA IS UNABLE TO REMEDY SUCH DEFECT OR DEFICIENCY WITHIN THIRTY (30) DAYS, TO VOID THE INVOICE FOR THE DEFECTIVE DEVICE OR DEFICIENT SERVICES. KONICA MINOLTA SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH CLAIM MORE THAN THIRTY (30) DAYS AFTER DELIVERY OF THE DEFECTIVE DEVICE OR PERFORMANCE OF THE DEFICIENT SERVICES OR (II) IF THE CLAIM IS THE RESULT OF THE USE OF ANY THIRD PARTY DEVICE OR SOFTWARE, OR THE ACTIONS OF CLIENT OR A THIRD PARTY. CLIENT HAS SELECTED ALL DEVICES AND SERVICES BASED ON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY KONICA MINOLTA. KONICA MINOLTA IS PROVIDING THE DEVICES TO CLIENT "AS-IS".

## 8. LIMIT OF LIABILITY

THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT OR ANY SUPPLEMENT, STATEMENT OF WORK OR ORDER SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY THE CLIENT (INCLUDING A CLIENT OPERATING IN A COUNTRY OUTSIDE OF THE UNITED STATES) TO THE RESPECTIVE KONICA MINOLTA ENTITY OR AFFILIATE OPERATING IN SUCH COUNTRY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

## 9. COMPUTER SOFTWARE

9.1 Firmware and operating system software (collectively, "Base Software"), software used to maintain the Device and/or diagnose its failures or substandard performance ("Diagnostic Software"), and software that allows Client to interact with the Device ("Application Software") are embedded in, reside on, or may be loaded onto the Device.

9.2 Title to the Diagnostic Software shall at all times remain solely with Konica Minolta, and Client agrees that its acquisition of the Device does not grant it a license or right to use the Diagnostic Software in any manner and that unless separately licensed by Konica Minolta to do so, Client will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so).

9.3 Konica Minolta grants Client a non-exclusive, non-sublicensable, and non-transferable limited license to use the Base Software and Application Software within the country where it is sold only on or with the Device with which (or within which) it was delivered. Client has no other rights to the Base Software or Application Software and, in particular, may not: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer such Software; (ii) activate any Software delivered with or within the Device in an inactivated state; or (iii) allow others to engage in the same or similar conduct. Title to the Base Software and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Konica Minolta. Konica Minolta may terminate Client's license for any Base Software and Application Software (i) immediately if Client no longer uses or possesses the Device or (ii) upon the termination of any lease of the Device.

9.4 An Order, Statement of Work or Supplement may reference third party software, third party software licenses, database subscription rights or associated services (collectively, "Third Party Software") or the Device subject to an Order, Statement of Work or Supplement may include Third Party Software. Konica Minolta has no right, title or interest in the Third Party Software, Konica Minolta is not the purchaser or user of the Third Party Software and Konica Minolta shall not be shown as the owner, purchaser or user thereof for any tax reports, returns or any other reason. Client is responsible for entering into any license and/or other agreement (each, a "Third Party Software License") required by the applicable Third Party Software Supplier or Third Party Software Licensor who may be identified on the applicable Order, Statement of Work or Supplement no later than the commencement date of such Order, Statement of Work or Supplement, and Client will fully comply with such Third Party Software License, if any, throughout the applicable term. Client acknowledges that Konica Minolta is not the owner, developer, designer or licensor of the Third Party Software. The Base Software, Diagnostic Software, Application Software and Third Party Software are collectively referred to in this Agreement as the "Software."

9.5 Notwithstanding any other terms and conditions of this Agreement, Client agrees that as to Software only, Client has selected such Software and, in accordance with Section 7, KONICA MINOLTA MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING AND ANYTHING TO THE

CONTRARY CONTAINED IN THIS AGREEMENT, KONICA MINOLTA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY FAILURE TO FUNCTION OR ANY OTHER FAILURE CAUSED BY CLIENT, NON-KONICA MINOLTA THIRD PARTIES, AND/OR CAUSED BY A FORCE MAJEURE EVENT.

10. DATA PROTECTION

10.1 Both Parties agree to comply with all applicable laws and regulations on data protection and privacy. Client consents to its contact details being shared with Konica Minolta’s Affiliates, including Affiliates in other jurisdictions. As used in this Agreement, “contact details” means: the name of the point of contact, position in the company, company address, e-mail address, and telephone number. Client agrees that it is solely responsible for obtaining the express consent of the individuals concerned or otherwise establishing a legal basis to Process (as hereafter defined) any Personal Data.

10.2 Client represents and warrants that it will not send Konica Minolta any Personal Data to Process unless it first sends Konica Minolta written notice of the Personal Data it wants Konica Minolta to Process, detailed instructions on how Konica Minolta is to Process the Personal Data, and executes Konica Minolta’s Data Processing Agreement. As used in this Agreement, “Personal Data” and “Process” shall have the meanings given to them by the EU General Data Protection Regulation. Client agrees to indemnify, defend, and hold Konica Minolta harmless from any damages it may incur as a result of Client’s breach of this Section.

11. BUSINESS PURPOSE

Client represents and warrants that the Products acquired under this Agreement will be used for business purposes only. Client also represents and warrants that Products will be used directly by Client and will not be made available for resale without the express written consent of Konica Minolta.

12. SELLER’S AGENTS

Client understands that no agent, employee, or representative of Konica Minolta has any authority to bind Konica Minolta to any affirmation, promise, representation, or warranty concerning any of the Products, and Client represents and warrants that it has not relied on any such affirmation, promise, representation, or warranty in entering into this Agreement or selecting any of the Products. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement, it does not form a basis of this bargain and shall not be enforceable against Konica Minolta.

13. NOTICE

All notices required to be given under this Agreement shall be in writing sent by electronic mail or reliable courier to the Parties as follows:

If to Client:

If to Konica Minolta:

---

City of Turlock	Konica Minolta Business Solutions U.S.A., Inc.
156 S. Broadway, Suite 116, Turlock, CA 95380	101 Williams Drive, Ramsey, NJ 07446
Attn: Luis Machado	Attn: Contract Administration
Email: <a href="mailto:nshowalter@turlock.ca.us">nshowalter@turlock.ca.us</a>	Email: <a href="mailto:MasterAgreements@kmbs.konicaminolta.us">MasterAgreements@kmbs.konicaminolta.us</a>
Telephone: (209) 669-2840	CC: <a href="mailto:Legal@kmbs.konicaminolta.us">Legal@kmbs.konicaminolta.us</a>

#### 14. RISK OF LOSS & INSURANCE

14.1 Upon delivery to Client's designated location, Client shall bear all risk of theft, loss or damage not caused by Konica Minolta to all Products. Client agrees to the filing of any liens and/or UCC security agreements (including UCC-1).

14.2 Client shall maintain in full force throughout the term of this Agreement such policies of insurance in order to satisfy Client's obligations hereunder. Such policies shall also include Konica Minolta as an additional insured and have an AM Best rating of at least A- VIII.

14.3 Konica Minolta shall not commence work under this Agreement until it has obtained Client's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Konica Minolta allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Konica Minolta shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Konica Minolta, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to Client.

- a. General Liability Insurance: Konica Minolta 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 two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Such limits may be satisfied using any combination of underlying and excess/umbrella policies. Konica Minolta's general liability policies shall be primary and not seeking contribution from the Client's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that Client and its officers, officials, employees, and agents shall be included as additional insureds under such

- policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- b. **Workers' Compensation Insurance:** Konica Minolta shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Konica Minolta shall submit to Client, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Client, its officers, agents, employees or volunteers, unless injury or illness, including death, are caused by the negligent acts or omissions of the Client, its officers, agents, employees or volunteers.
  - c. **Auto Insurance:** Konica Minolta shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. Such limits may be satisfied using any combination of underlying and excess/umbrella policies. If Konica Minolta owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.
  - d. **Cyber Liability Insurance:** When applicable, Konica Minolta must carry Cyber Liability Insurance with limits not less than two million dollars (\$2,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Konica Minolta in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
  - e. **Professional Liability Insurance:** When applicable, Konica Minolta shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) 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 Konica Minolta agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
  - f. **Deductibles and Self-Insured Retentions:** Upon request of Client, any deductibles or self-insured retentions must be declared to and approved by Client. At the option of Client, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Client, its elective and appointive boards, officers, agents, employees, and volunteers; or (ii) Konica Minolta shall provide a financial guarantee satisfactory to Client guaranteeing payment of losses and related investigations, claim administration and defense expenses. Konica Minolta agrees to be solely responsible for any deductibles or self-insured retentions it may maintain. It does not agree to amend the same.

- g. **Other Insurance Provisions:** The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) Client, its elective and appointive boards, officers, agents, employees, and volunteers are to be included as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Konica Minolta, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in this Agreement. General liability coverage can be provided in the form of an endorsement to Konica Minolta's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Professionals Protective Liability policy providing both ongoing operations and completed operations coverage.
  - (2) For any claims related to this project, Konica Minolta's insurance coverage shall be primary insurance as respects Client and any insurance or self-insurance maintained by Client shall be excess of Konica Minolta's insurance and shall not contribute with it.
  - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to Client under this Agreement, the insurer, broker/producer, or Konica Minolta shall provide Client with ten (10) days' written notice following such cancellation, non-renewal, or material change.
  - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- h. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII or with an insurer to which the Client has provided prior approval.
- (1) **Verification of Coverage:** Konica Minolta shall furnish Client with copies of certificates and amendatory endorsements effecting coverage required by this Section 14.3. All certificates and endorsements are to be received and approved by Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Konica Minolta's obligation to provide them.
- i. **Waiver of Subrogation:** With the exception of professional liability, Konica Minolta hereby agrees to waive subrogation which any insurer of Konica Minolta may acquire from Konica Minolta by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of Client for all work performed by Konica Minolta, its agents, employees, independent professionals and subprofessionals, unless such damages, injuries or illnesses (including death) are caused by the negligent acts or omissions of the Client, its officers, agents, employees or volunteers. Konica Minolta

agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

- j. Subprofessionals: Konica Minolta shall include all subprofessionals as insureds under its policies or shall furnish separate certificates and endorsements for each subprofessional. All coverages for subprofessionals shall be subject to all of the requirements stated herein.

#### 14.4 Indemnification.

- a. Indemnity for Professional Liability: When the law establishes a professional standard of care for Konica Minolta's Services, to the fullest extent permitted by law, Konica Minolta shall indemnify, protect, defend, and hold harmless Client and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable legal counsel's fees and costs, arising out of third party claims of bodily injury, including death, and real or tangible property damage, but only to the extent Konica Minolta (and its subprofessionals) are responsible for such damages, liabilities and costs based on their negligence or greater culpability as determined on a comparative basis of fault between Konica Minolta (and its subprofessionals) and the Client in the performance of professional Services under this Agreement. Konica Minolta shall not be obligated to defend or indemnify Client for Client's own negligence or greater culpability or for the negligence or greater culpability of others.
- b. Indemnity For Other Than Professional Liability: Other than in the performance of professional Services and to the full extent permitted by law, Konica Minolta shall indemnify, defend, and hold harmless Client and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of third party claims of bodily injury, including death, and real or tangible property damage, to the extent proximately caused, as determined by a court of competent jurisdiction in a final adjudication, by the negligence or greater culpability of Konica Minolta or by any individual or agency for which Konica Minolta is legally liable, including, but not limited to, officers, agents, employees, or subprofessionals of Konica Minolta.
- c. Konica Minolta's indemnification and defense obligations are expressly conditioned on Client providing Konica Minolta prompt written notice of the claim, granting Konica Minolta sole control of the defense and settlement of the claim, and cooperating with Konica Minolta in the defense of the claim.

## 15. CONFIDENTIALITY

15.1 "Confidential Information" means any information provided by the disclosing Party (the "Disclosing Party") to the receiving Party ("Receiving Party") in tangible or intangible form; provided, that such information is conspicuously marked "Confidential". The existence of this Agreement and any Statement of Work, the relationship between the Parties, and the Client's selection of Products and their performance shall be "Konica Minolta Confidential Information" regardless of whether they are marked "Confidential."

15.2 Each Party shall protect the Confidential Information of the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature, the same being at least a reasonable degree of care. Konica Minolta and Client shall not at any time, or in any manner, either directly or indirectly, divulge, disclose or communicate the other Party's Confidential Information to any third party.

15.3 Confidential Information may be disclosed by the Receiving Party to its employees, Affiliates and professional advisers where such disclosure is necessary to perform its obligations under this Agreement; provided that the recipient is advised of the Receiving Party's confidentiality obligations and agrees to maintain the confidentiality of the Confidential Information received.

15.4 The obligations set out in this Section shall not apply to Confidential Information which the Receiving Party can demonstrate:

- is or has become publicly known other than through breach of this Section;
- was in possession of the Receiving Party prior to disclosure by the Disclosing Party;
- was received by the Receiving Party from an independent third party who has full right of disclosure;
- was independently developed by the Receiving Party; or
- was required to be disclosed by governmental authority, provided that the Party subject to such requirement to disclose gives the other Party prompt written notice of the requirement, if legally permitted.

15.5 All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any license or other rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

## 16. PUBLICITY

Konica Minolta may make press releases or other announcements which may include Client name, trademarks, service marks, logos or quotes ("Marketing Material"). Konica Minolta shall consult with Client before releasing any such Marketing Material. Client shall provide Konica Minolta with written consent, within five (5) business days for the approval of any Marketing Material. If Konica Minolta has not received the written consent within such consent timeframe, the Marketing Material shall be deemed accepted by the Client as submitted.

## 17. GOVERNING LAW AND VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in a State or Federal court in the State of California. Client hereby waives the right to jury trial.

## 18. FORCE MAJEURE

Neither Party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such Party was hindered in its performance by any act of God, labor dispute or any other occurrence beyond its reasonable control.

## 19. WAIVER AND SEVERABILITY

Failure by either Party to enforce any provision of this Agreement or failure to exercise those rights or elections provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way impact that Party's right to later enforce or exercise the same or other provisions, rights or elections, it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not impact the validity and enforceability of the remaining provisions of this Agreement.

## 20. ORIGINAL DOCUMENT

Facsimile or electronic signatures shall be accepted as original signatures and this Agreement, and any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither Party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

## 21. ENTIRE AGREEMENT

21.1 This is the entire Agreement between Client and Konica Minolta. This Agreement supersedes any proposal, oral or written, or any other communications relating to Products purchased or Services rendered under this Agreement. Should it be determined that a pre-existing agreement was entered into between Konica Minolta and Client (including any Client Affiliates or subsidiaries), then the terms of any orders placed under said agreement shall not be affected by this Agreement. Any purchase order or other Client documentation issued to Konica Minolta covering the Products or Services are issued for Client's internal use only. Any terms and conditions contained in any such Client purchase order or other documentation shall not modify or add to the terms and conditions of this Agreement. Client may not assign this Agreement without Konica Minolta's express written consent. Konica Minolta may assign, without notice to Client, any of its rights, but not its obligations, under this Agreement.

21.2 This Agreement does not contemplate leasing. Should Client elect to lease Products and Services, any such lease will be governed by a separate and standalone lease agreement.

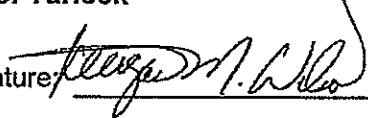
21.3 Except for the routine updating of the Price Catalog, this Agreement may not be modified, discharged or released except by an instrument in writing signed by a duly authorized representative of each Party. This Agreement will not be effective until accepted by an authorized representative of Konica Minolta. Notice of acceptance is hereby waived by Client.

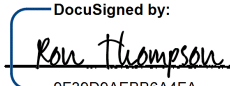
21.4 In the event of any conflict between the terms of this Agreement, the attached Exhibits and any mutually agreed to Supplements, the terms of the Exhibits and Supplements shall control. In the event of a conflict between the terms of this Agreement and any End User License Agreement with a party other than Konica Minolta, the terms of that End User License Agreement shall control but only with regard to that third party.

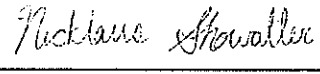
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

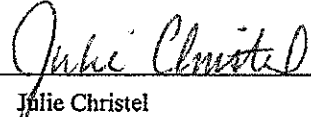
City of Turlock

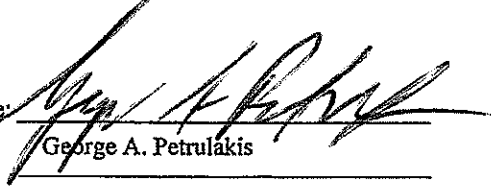
Konica Minolta Business Solutions U.S.A., Inc.

Signature:   
Name: Reagan M. Wilson  
Title: City Manager  
Date: 9/13/23

Signature:   
Name: Ron Thompson, Jr.  
Title: Vice President & GM, IIM  
Date: September 22, 2023

Signature:   
Name: Nick Showalter  
Title: IT Director  
Date: 09/14/2023

Signature:   
Name: Julie Christel  
Title: City Clerk  
Date: \_\_\_\_\_

Signature:   
Name: George A. Petoulakis  
Title: City Attorney  
Date: \_\_\_\_\_

## Exhibit 1

## Intelligent Information Management Supplement

In addition to the general terms of the Agreement, the following supplemental terms apply for Intelligent Information Management Services that we provide to you. In this Supplement, "Software" means third party Software. "Service(s)" means Software Maintenance, Software Support Services and Professional Services. "Deliverable" means Software together with Services. "SDC" means each software development company or other licensor that has granted to you the right to use the Software. Should the terms of this Supplement conflict with those of the general terms of the Agreement, the terms of this Supplement will control.

**1. Additional Defined Terms:** For purposes of this Supplement, each of the following terms will have the meaning indicated herein:

- a. "Business Hours" means 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, exclusive of Holidays.
- b. "Client Derivative Work" means any work based upon any computer Software or other work of authorship owned by Client, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such Software or other work of authorship may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in the Software or other work of authorship, would constitute a copyright infringement.
- c. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the then current Documentation provided by the SDC.
- d. "EULA" means each Software license agreement under which you have been granted the right by the applicable SDC to use the Software.
- e. "Holidays" means Saturday, Sunday and any holidays observed by Konica Minolta.
- f. "Professional Services" means all services provided by Konica Minolta's IIM division to you under any Statement of Work.
- g. "Software Maintenance" means assistance in the correction of Errors encountered by you related specifically to bugs or enhancements to the Software, and delivery to you (but not installation) of Upgrades and Enhancements.
- h. "Software Support Services" means services (other than Software Maintenance) to assist you in the use of

the Software, including assistance in resolving problems encountered by you in the use of the Software, installation of Upgrades and Enhancements, responding to your questions regarding the use of the Software, and assisting you in augmenting your use of the Software, by, for example, adding new document types, applications, or indexing capabilities. Software Support Services do not include any alteration, modification or reconfiguration of the Software.

- i. "Test Period" has the meaning stated in Section 8 below.
- j. "Upgrades and Enhancements" means all new versions, improvements, modifications, upgrades, updates, and additions to the Software that SDC commercially releases to its end users generally to correct deficiencies or to enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.
- k. "Work Product" has the meaning stated in Section 10.b below.

**2. Statement of Work:** All Deliverables provided by us under this Agreement will be documented in a SOW signed by authorized representatives of both parties. We will be paid for Deliverables, and reimbursed for expenses related thereto, in accordance with the terms contained in the SOW. Either you or we may request a change to the scope of the Deliverables to be rendered in a SOW. No change will be effective until agreed to in writing by both of us except as may otherwise be provided in any SOW. All agreed upon changes in Deliverables will be set forth in writing.

**3. Your obligations:** You agree to accurately and in a timely manner (i) deliver any and all

necessary information required by us for the performance of the Services and (ii) generally cooperate with us in the delivery of the Services. You will afford us sufficient time to complete the performance of our obligations which are dependent upon your prior performance of a task or obligation. You shall be responsible for the proper maintenance, use and operation of the Deliverables and for compliance with all applicable laws and regulations in the jurisdiction where the Deliverables are used.

**4. Place of Work; Access:** We will determine the place at which the Services will be performed. Should we notify you that any of the Services are to be performed at your facility, then you will provide access to our personnel to each such facility and all relevant systems, equipment, data, documentation and your personnel during your normal business hours, as well as suitable working space for us. We will provide collaborative communication tools for remote access to your system. If you prefer to use your own communication tools, you will provide the tool and access to us at your expense. We will comply with any and all commercially reasonable security measures of which you make us aware in advance with respect to such access, which may include restricting access to confidential or proprietary systems or information. We shall comply with all license requirements of the materials and shall install the materials according to such licenses only. Updates, upgrades or other enhancements which are provided by the manufacturer of the materials shall not be our responsibility. Unless specifically agreed to by the Parties, we shall not be responsible for the installation of any network and electrical cabling and connectors required for operation and installation of the hardware and Software. We shall inform you in advance of any special wiring or cabling required.

**5. Fees and Costs:** You agree to pay the full invoiced amount of Software Maintenance Fees prior to the start of Services. Late payments may require a reinstatement fee up to 20% of the annual amount to re-instate the Service and upgrade assurance. The annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the Software owner. Additional extended Software Support fees may apply. We will provide notice of any such increase to you as soon as so notified by the Software owner. Your ability to decommission licenses, users, or swap licenses, with a corresponding adjustment of the Software license fee and associated maintenance cost, is subject exclusively to the Software owner's policies and pricing. We will request on your behalf that such

changes be made but approval is at the Software owner's sole discretion. In the event the Parties renew the term of a Hosting or Subscription SOW issued pursuant to this Supplement, we shall provide an estimation of the Fees to be charged during the renewal term. We shall provide notice of any such increase to you promptly.

**6. Estimates and Expenses:** Estimates of project fees in a SOW are not guaranteed. We will notify you as soon as possible if an estimate is likely to be exceeded, and you may thereupon terminate the SOW, effective forty-eight (48) hours after written notice of such termination is given to us, and pay only for Services rendered and expenses actually incurred up to the date of termination. You agree to reimburse us for all reasonable expenses incurred by us in connection with the performance of Services under this Agreement, including travel expenses such as airfare, car rental, lodging and meals. To the extent we provide on-site Services and you cancel any scheduled appointments or Service delivery date less than five (5) business days prior to the scheduled date, you agree to pay twenty-five percent (25%) of our prevailing per diem labor rate for the affected personnel.

**7. Progress Reports and Milestones:** We will report to you the progress of the Services, including meeting any milestones, and completing the tasks for the Services. Unless otherwise agreed by the Parties in writing, such progress reports will be prepared at weekly intervals and include a reasonably detailed summary of accomplishments, difficulties, potential or actual slippage in meeting deadlines, completion of budgeted tasks, hours worked by us, tasks in progress and any non-compliance by you or us with the terms of the applicable Statement of Work. Either Party may propose meetings as necessary and at reasonable intervals to discuss progress on completing the professional Services. Each Party will use commercially reasonable efforts to prepare for and attend each meeting at the agreed upon time and location.

**8. Acceptance:** When we provide you with a Deliverable pursuant to a SOW, you will have thirty (30) days from the date of receipt (or such longer period as may be set forth in the applicable SOW) to evaluate, review and test such Deliverable ("Test Period") in accordance with the specifications and test criteria set forth in the applicable SOW. In the event that you believe that a Deliverable does not conform in any material respect to the specifications or the test criteria set forth in the applicable SOW, then you will notify us in writing within the Test Period, setting forth

in reasonable detail the reason why you believe that such Deliverable does not conform. You will identify all non-conformities within a single written notice of rejection, unless non-conformity prevents you from evaluating, reviewing and testing the Software. You may reject a Deliverable for its material failure to conform to either the specifications or test criteria set forth in the applicable SOW. Further, if we have not received a written notice of rejection of a Deliverable within the Test Period, then such Deliverable will be deemed to be accepted by you. If you send us written notice of rejection of a Deliverable within the Test Period, then we will have thirty (30) days from the date of receipt of a written notice of rejection to either (i) correct the non-conformities that you identify in the written notice, or (ii) develop a mutually agreeable plan to correct the non-conformities within an agreed period of time not less than thirty (30) days. We will use commercially reasonable efforts to correct such non-conformities and, upon correction, we will resubmit the corrected Deliverable to you for evaluation, review, and testing and the procedure set forth above will be repeated. Such procedure will continue until the earlier of (i) the expiration of the Test Period without delivery of a written notice of rejection by you, or (ii) the date written notice of acceptance is delivered to us by you.

**9. Obligations upon Termination:** Either Party may terminate this Agreement without cause by giving the other Party at least ninety (90) days' notice. Either Party may terminate this Agreement if the other Party fails to cure a breach of any term or condition stated herein within thirty (30) days of written notice of such breach. Upon the expiration or termination of this Agreement for any reason, all amounts not disputed in good faith that you owe to us for work performed prior to the date of such expiration or termination shall be immediately due and payable. Without waiver of our rights under this Agreement we may, in lieu of termination, elect to suspend performance of the Services, in which event the due date of any of our invoices shall be accelerated so that they become due and payable immediately.

**10. Intellectual Property:**

- a. Except as otherwise set forth in Section 10.b below, each Party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in this Agreement or any SOW shall be construed to give either Party any right to the other Party's property absent an express grant of such right herein. Any of your data that we insert into any

Software or custom-developed application for purposes of providing Services under this Agreement shall remain your sole property; provided that such Software or custom-developed application shall remain the property of the Software maker or the application developer, as the case may be. You may use such Software or application in accordance with the terms of this Agreement and the EULA applicable to the Software or application. We represent and warrant that we have obtained all licenses necessary to use and sub-license third party intellectual property for purposes of this Agreement.

- b. **Ownership of Work Product.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship conceived, developed or created by us or our personnel during the course of performing Services for you and/or embodied in any Software, Documentation or other item delivered by us to you (other than third party Software and/or Documentation that is expressly licensed to you and other than any of your Derivative Work), whether conceived, developed and/or written before or after the date of this Agreement (collectively, the "Work Product"), will belong exclusively to us, and any and all right, title and interest that you may have in any and all Work Product is hereby assigned by you to us. The rights so assigned to us include, but are not limited to (i) all intellectual property rights owned or claimed by you embodied in the Work Product, or any portion of the Work Product; and (ii) all rights held by a copyright holder under applicable law. Upon our request, you will take such further actions, and will cause your personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to further document or effectuate the foregoing. Notwithstanding anything to the contrary in this Section 10.b, you shall own all right, title and interest in and to any custom software code that we develop exclusively for you hereunder.

**11. Compensation for Hiring other Party's Employees:** During the term of this Agreement and for twelve (12) months thereafter, if either Party hires (whether as an employee, independent contractor or otherwise) any employee of the other Party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved

in the provision of Services hereunder, the hiring Party shall pay to the other Party as reasonable compensation for the loss of the employee the sum of fifty thousand dollars (\$50,000).

## Software Support Addendum

This Software Support Addendum sets forth the terms and conditions under which we will provide professional Services or general support Services (including without limitation consulting Services, installation Services, integration Services, configuration Services, custom development, and/or project management) with respect to your licensed Software.

1. If Software Maintenance is contracted under this Agreement we will provide Software Maintenance for the Software licensed under this Agreement. If you subscribe to Services with respect to a particular licensed Software, and so long as you are not in default under this Agreement, we will provide technical support for Software during Business Hours. As used in this Software Support Addendum, Business Hours shall be from 8:00 a.m. through 8:00 p.m. Pacific Time.
2. The term "Request for Services" means a request for Services, in the form of a written request, via telephone or email, setting forth a detailed description of the Services being requested, including, but not limited to, the scope, goals and objectives of the Services, and a timeline for completion of the Services. Request for Services can be emailed to [iim.support@kmbbs.konicaminolta.us](mailto:iim.support@kmbbs.konicaminolta.us).
3. Technical support shall consist of telephone or email response to you within four (4) Business Hours of your request. If you require technical support outside of Business Hours, such Services shall be performed at our hourly rates listed in the SOW or as may be agreed to by the Parties. We will first attempt to resolve any problem by telephone. At the time of the call, we will notify you in the case of a billable call, such as after-hours support. We will next attempt to resolve the problem remotely.
4. Upon your purchase of Software Maintenance, and so long as you are not in default under the payment terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC.
5. WE SHALL HAVE NO LIABILITY FOR LOSS OF CLIENT DATA, IT BEING UNDERSTOOD THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ALL NECESSARY BACKUP AND DATA SECURITY, UNLESS SUCH LOSS IS CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. You acknowledge and agree that you are solely responsible (i) for the day-to-day operation, supervision, management and control of the Software, including, but not limited to, providing training for your personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use; and (ii) for your data, your database, and for maintaining suitable backups of the data and database to prevent data loss if hardware or Software malfunctions. Except to the extent caused by our gross negligence or willful misconduct, we shall have no responsibility or liability for your selection or use of any hardware, systems, the Software or any other third party Software.
6. If remote support is contracted hereunder, such support will be provided via our Help Desk as further described in the Help Desk & Training Addendum.

## Help Desk & Training Addendum

1. You agree to maintain at a minimum one certified System Administrator who will be the primary contact for our Help Desk. If at any time the System Administrator is no longer employed by you or their duties no longer include support of the IIM solution, Help Desk support may be billable until the training requirement has been met by the new System Administrator.
2. We may offer system administration Services to you if do not have system administration capabilities. These Services are provided by the Help Desk and can be provided on an ad hoc basis. The Parties will execute a separate agreement detailing the terms. These Services can be provided on the following basis:
  - a. Annual System Administration Services Agreement: Normally, X hours per month, paid annually as part of the maintenance renewal; or
  - b. Pre-paid block of support hours to be used as needed.
3. **Help Desk Support:** We will provide you with telephone help desk support to those certified by the SDCs or by us directly. Help Desk support extends to questions relating to features, functionality, troubleshooting, errors, bugs and general subjects and issues that the System Administrator is working with that may be affecting end-users.
4. Upgrades, database related issues, scripting, custom programs, integration to host applications, enhancements, topics related to new projects, consulting, training, reconfigurations, on-site support, end-user calls or calls from non-certified individuals are not included in Help Desk support. We provide an avenue for these items to be funded through (i) pre-paid block of hours, (ii) on a time and materials basis or (iii) staff augmentation. Pre-paid blocks of hours are purchased and used under the terms set forth in the general terms and conditions.
5. If it is determined that the Help Desk privilege is being used excessively, we will meet with you and determine a course of action that may require additional training, on-site Services or termination of the Help Desk Services.

## Software Maintenance Addendum

This Software Maintenance Addendum sets forth the terms and conditions under which we will provide maintenance and technical support services for your licensed Software, including the delivery of Upgrades and Enhancements from the Software Development Company.

### Software Maintenance.

**1. Generally:** Upon your purchase of Software Maintenance with respect to a licensed Software (an "Assured Licensed Software"), and so long as you are not in default under the payment terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC. We shall: (i) use commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with our current policies for the reporting of Errors, and which are confirmed by the SDC, in the exercise of its commercially reasonable judgment; (ii) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by us and you) in any configurations of the modules of the Software that are created by us or any integrations of the Software with other applications, Software or hardware that are configured or created by us, which are confirmed by us, in the exercise of our commercially reasonable judgment; and (iii) upon your request, provide technical support, assistance and advice related to the operation and use of the Software by you, or any problems with any of the foregoing.

**2.** You will report Errors in the Software as set forth in the support guide attached hereto as Exhibit A.

**3.** You may also have the option of contacting the Software manufacturer directly in some cases. Additional charges may apply. If you opt to call the manufacturer directly, any and all charges will be billed to you either through the manufacturer at the time of the engagement or through us, subsequent to the engagement.

**4. Exclusions:** We are not responsible for providing, and are not obligated to provide, Software Maintenance or Upgrades and Enhancements under this Addendum: (i) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including

any configuration of modules of the Software that was not undertaken by us or SDC or authorized in writing in advance by SDC; (ii) in connection with any Error if we (directly or through SDC) have previously provided corrections for such Error, which correction you choose not to implement; (iii) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by SDC), hardware or any system or networking utilized by you; (iv) if the Software or related Software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (v) if any party other than us or the SDC has provided any Services in the nature of Software Maintenance to you with respect to the Software.

**5. Delivery of Software Updates:** Delivery of Software updates, patches and upgrades will be electronic only.

**6. Upgrades and Enhancements:** We will provide to you, in accordance with the SDC's then current policies, all Upgrades and Enhancements to the Software released by the SDC during the term of this Addendum. You acknowledge and agree that the SDC has the right, at any time, to change the specifications and operating characteristics of the Software and the SDC's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to the SDC and the sole and exclusive property of the SDC, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the SDC.

**7. Improper Software Use:** Neither we nor the SDC are responsible for providing, and are not obligated to provide, Support Services or Upgrades and Enhancements under this Addendum if: (i) the

Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by the SDC; (ii) the Error is caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by the SDC), hardware or any system or networking utilized by you; (iii) the Software has been subjected to abuse, misuse, improper handling, accident or neglect; or (iv) any party other than us or the SDC has provided any Services in the nature of Support Services to you with respect to the Software.

**8. Software Maintenance Fees and Payment**

**Terms:** You will pay us annual Software Maintenance fees identified in this Addendum ("Annual Software Maintenance Fees"). We will not have any obligation under this Addendum until receipt of payment has occurred for the designated period. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date. We will invoice you for subsequent Annual Software Maintenance Fees at least forty-five (45) days prior to the anniversary date. In the event that add-on licenses are purchased for an existing Product group during a covered Software Maintenance period, the Annual Software Maintenance Fees will be amortized to the established anniversary date. If a Product is added for what is considered to be part of a new Product group, the Annual Software Maintenance Fees to be added will be computed by adding the period to the anniversary date plus one year. In no event, will you be invoiced for Software Maintenance on a module or seat more than once per year and we will always work with the multiple SDC's listed in this Addendum to have all Annual Software Maintenance Fees be coterminous.

**9. Software Maintenance Start Date:** The start date is defined by the SDC. Unless otherwise specifically agreed to, the date the Software was purchased will be used to set the start date. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date.

**10. Annual Increases:** The Annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the SDC. We shall provide notice of any such increase to you as soon as so notified by the SDC.

**11. Term, Renewal and Termination:** Subject to the early termination provisions of this Section, the initial term of Service under this Supplement commences on the first day of the month closest to the date the Software licenses are installed or delivered and expires on the first anniversary of that date. Service will automatically renew for additional one (1) year terms unless it is terminated in accordance with this Section, and are non-refundable.

**12. For Convenience:** Either Party may terminate this Service at any time, for any reason or for no reason, upon not less than ninety (90) days' advance written notice to the other Party.

**13. For Cause:** Either Party will notify the other Party (as the "Breaching Party") in writing of any breach of this Addendum specifying the nature of the breach. If the Breaching Party has not cured the breach within thirty (30) business days' after receipt of written notice, the other Party will be entitled, in addition to any other rights it may have under this Addendum, or otherwise at law or in equity, to terminate this Addendum.

**14. Non-Renewal:** You may elect not to renew this Addendum by providing written notice to us no less than sixty (60) days before the end of the then-current term. If notice is not received, then Service under this Addendum will automatically renew on the expiration date.

**15. Automatic Termination:** Your access to Software terminates automatically, without any other or further action by either Party, immediately upon any termination of the EULA or in the case where the version of the Software that is currently installed by you is no longer a supported version by the SDC. For the avoidance of doubt, termination of your access to one Software covered by this Addendum shall not affect your access to, or license to use, any other Software covered under this Addendum to the extent the EULA for such other Software has not been terminated or such other Software remains at SDC's then-supported version(s).

**16.** We may give written notice to you of any breach by you or other failure by you to comply with any material term or condition of the EULA or this Addendum, specifying the nature of the breach or non-compliance and requiring you to cure the breach or non-compliance. In addition to any other rights we may have under this Addendum, we may terminate this Addendum if, in the case of non-payment, any breach of the EULA or any breach of this Addendum, you have not cured the breach or non-compliance

within thirty (30) business days after receipt of the written notice.

**17.** If this Addendum is terminated by you for convenience or by us for cause, you must pay us for: (i) all Software Maintenance provided on a time and materials basis on or prior to the effective date of termination; (ii) all Annual Software Maintenance Fees past due with respect to any period occurring prior to the effective date of termination; and (iii) all incidental costs and expenses incurred by us at any time on or prior to the effective date of termination and previously approved by you in writing.

**18.** If this Addendum is terminated, your Software Maintenance will remain in place until the end of the then-current term with SDC. Software Maintenance Fees are an annual commitment with the SDC and will not be refunded.

**19.** The termination of this Addendum will not discharge or otherwise affect any obligations of either Party existing under this Addendum before, or at the time of termination. The provisions of this Addendum which by their nature extend beyond the termination of this Addendum will survive and remain in effect until all obligations are satisfied.

**20. Payment Remit Date and Late Payment:**

You will pay all invoices for Annual Software Maintenance Fees for the upcoming year in full on or before the last day of the then-current term of this Addendum. You will pay the invoice for the Annual Software Maintenance Fees for the period prior to the anniversary date occurring. Late payments may require a reinstatement fee up to twenty percent (20%) of the annual amount to re-instate the Service and upgrade assurance.

# City Council Staff Report

March 24, 2026



---

From: Jason Hedden, Police Chief  
Prepared by: Amanda Fortado, Support Operations Manager  
Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Reviewing the Annual Military Equipment Report submitted by the Turlock Police Department pursuant to the Turlock Municipal Code Title 4, Chapter 19, Section 107 and Government Code 7072 and review and renewal of Turlock Ordinance No. 1290-CS adopting the City Military Equipment use policy pursuant to Government Code Section 7071

**2. NARRATIVE:**

Assembly Bill 481, a state law approved in 2021, codified in Government Code sections 7070 through 7075, requiring a law enforcement agency (LEA) to obtain approval from the applicable governing body, via adoption of “military equipment” use policy (the Policy) by ordinance (the Ordinance), prior to the LEA funding, acquiring, or using “military equipment” as defined in the new law.

Review of the Military Equipment Inventory List (Attachment 3) and renewal of the ordinance allows Turlock Police Department (TPD) to continue to purchase and use the vital equipment specified therein. Upon City Council renewal, the updated inventory list will be posted in the Turlock Municipal Code Title 4, Chapter 9, Section 104 “Military Equipment Inventory.”

Additionally, under Assembly Bill 481, a LEA is required to submit an Annual Military Equipment Report which requires City Council review. This Annual Report can be found in Attachment 2.

Finally, under Assembly Bill 481, a LEA is required to hold at least one well-publicized and conveniently located community engagement meeting at which the public may discuss and ask questions about the submitted Annual Report (Attachment 2). This requirement is being accomplished in two ways. First, it is being agendized publicly in a council report. Second, it is being publicized on the Turlock Police Department’s social media pages, inviting members of the public to the above-mentioned City Council Meeting. This is to encourage public participation.

It should be noted that the term “military equipment,” as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military. Pursuant to AB 481, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and noise/flash/diversionary devices.

TPD is committed to using the most up to date tools and equipment to safeguard the residents of Turlock. Many of the items deemed to be “military equipment” by AB 481 are employed by TPD, and numerous LEAs across the country, to significantly reduce risk to

community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items in the Inventory List (Attachment 3) and accompanying Military Equipment Policy (Attachment 4), provide TPD's peace officers with vital tools that facilitate compliance with its stringent use of force policy.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

There is no fiscal impact associated with this action.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

**5. ALTERNATIVES:**

Alternative 1: Direct Staff to return with an amended inventory list to reduce allowable equipment. This will diminish the ability to immediately provide service to residents in certain emergency situations.

Alternative 2: Reject the renewal of the ordinance. This will reduce the ability to immediately provide service to residents in many emergency situations.

**6. ATTACHMENTS:**

1. Draft Resolution
2. Military Equipment Annual Report
3. Military Equipment List
4. Military Equipment Policy

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF THE CITY COUNCIL }  
REVIEWING THE ANNUAL MILITARY }  
EQUIPMENT REPORT SUBMITTED BY }  
THE TURLOCK POLICE DEPARTMENT }  
PURSUANT TO TURLOCK MUNICIPAL }  
CODE TITLE 4, CHAPTER 19, SECTION 107 }  
AND GOVERNMENT CODE 7072 AND }  
REVIEW AND RENEWAL OF TURLOCK }  
ORDINANCE NO. 1290-CS ADOPTING THE }  
CITY MILITARY EQUIPMENT USE POLICY }  
PURSUANT TO GOVERNMENT CODE }  
SECTION 7071 }

RESOLUTION NO. 2026-

**WHEREAS**, pursuant to TMC Section 4-19-107 and Government Code Section 7072, the Police Department is required to submit an Annual Military Equipment Report (the “Annual Report”) to the City Council; and

**WHEREAS**, the City Council, annually, is required to review the ordinance adopting a Military Equipment Use Policy and vote on whether to renew such ordinance; and

**WHEREAS**, the City Military Equipment Use Policy was adopted by Ordinance No. 1290-CS; and

**WHEREAS**, the City Council desires to renew the Military Equipment Use Policy and update the inventory list as derived from the Annual Report.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby accept the Annual Report after its submittal by the Turlock Police Department; and upon review of the Annual Report, makes the following determinations:

Each item of military equipment is necessary for use by the Turlock Police Department because there is no reasonable alternative to each item of equipment that can achieve the same objective of police officer and civilian safety. The Military Equipment Use Policy will safeguard public welfare, safety, civil rights, and civil liberties. Prior use of military equipment complied with the policy in effect at the time of use. To renew the Military Equipment Use Policy after review of it and Ordinance No. 1290-CS with the updated inventory list derived from the Annual Report.

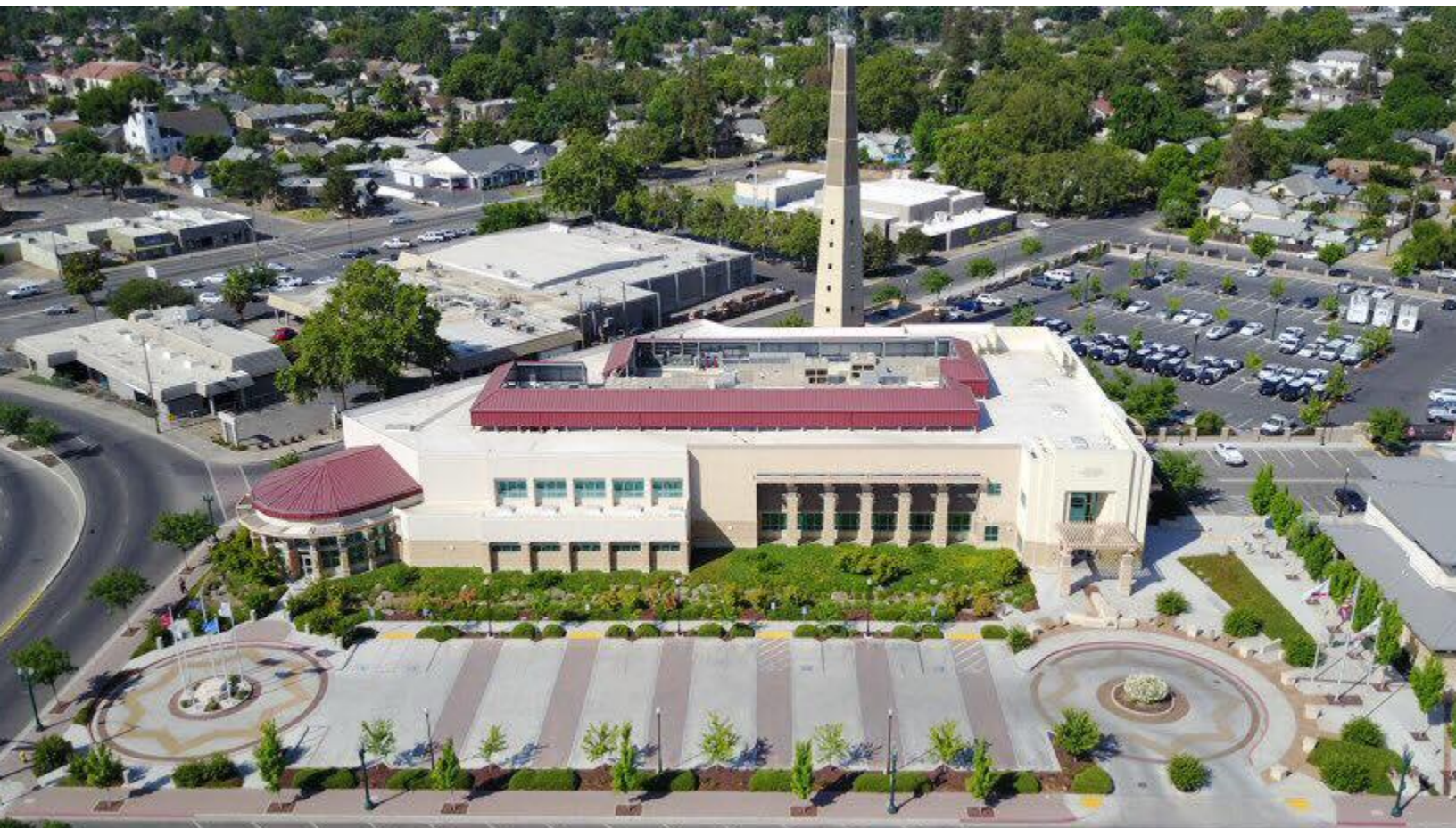
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> day of March 2026, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Nichole Fiez, City Clerk,  
City of Turlock, County of Stanislaus, State of  
California

# The City of Turlock Police Department



## Military Equipment Annual Report 2025



## Table of Contents

<b>Introduction</b>	<b>3</b>
<b>Summary of Military Equipment</b>	<b>4</b>
<b>Unmanned Aerial Vehicle</b>	<b>4</b>
<b>Robots</b>	<b>5</b>
<b>Mobile Incident Command Post Vehicle</b>	<b>6</b>
<b>Armored Rescue Vehicle</b>	<b>7</b>
<b>Distraction Devices, Chemical Agents, &amp; Pepper Balls</b>	<b>8</b>
<b>Projectile Launch Munitions &amp; Platforms</b>	<b>10</b>
<b>Ballistic Breaching Munitions &amp; Platforms</b>	<b>12</b>
<b>Equipment Sought to be Purchased in 2025</b>	<b>13</b>
<b>Equipment Usage in 2025</b>	<b>13</b>
<b>Unmanned Aerial Vehicle Deployments</b>	<b>14</b>
<b>SWAT Deployments Involving Military Equipment</b>	<b>14</b>
<b>Other Military Equipment Used in 2025</b>	<b>14</b>
<b>Complaints Regarding Use of Military Equipment</b>	<b>14</b>
<b>Conclusion</b>	<b>15</b>

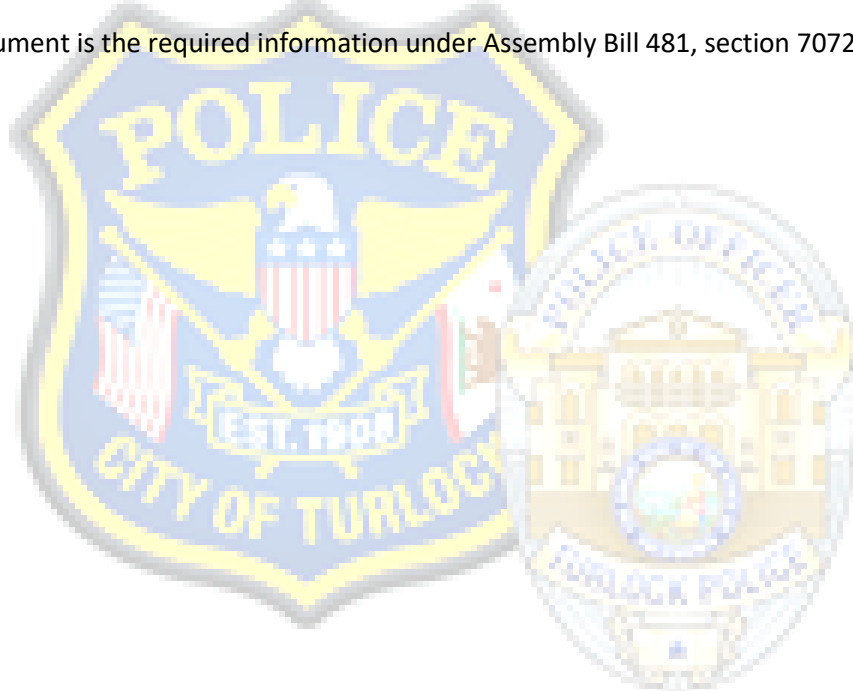


**Introduction**

On September 30, 2021, Assembly Bill 481 required law enforcement agencies to adopt a Military Equipment Use Policy by ordinance, no later than May 1, 2022. The Turlock Police Department complied with Assembly Bill 481 on April 26, 2022, when the policy was reviewed and approved by Turlock City Council. On that day, Ordinance No. 1290-CS was approved.

Assembly Bill 481, section 7072(a) requires law enforcement agencies to submit to the City Council an Annual Military Equipment Report on the use of the equipment, any complaint(s) or concern(s) regarding the use of the equipment, results of any internal audits on the use of the equipment, the annual costs for the equipment, the quantity of equipment possessed by the agency, and any intention to purchase additional equipment in the following year. In addition, within 30 days of submitting and publicly releasing the Annual Military Equipment Report, a well-publicized community engagement meeting must be held to allow for public comments.

Within this document is the required information under Assembly Bill 481, section 7072(a).



**Summary of Military Equipment:**

Turlock Police Department employs the following military equipment, including the item description, purpose, fiscal impact, and guidelines for usage.

**Unmanned Aerial Vehicle (UAV): An unmanned aircraft along with the associated equipment necessary to control it remotely.**

a) Description, quantity, capabilities, and purchase cost of current UAV's.

1. DJI Mavic 2 Enterprise Advanced: Cost \$8,000, Quantity 1. Remotely operated aerial vehicle that has video recording, thermal video capabilities, and 31 minutes of flight time.
2. DJI Mavic 2 Enterprise Zoom: Cost \$6,000, Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 31 minutes of flight time.
3. DJI Mavic Mini 2: Cost \$560, Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 31 minutes of flight time.
4. DJI Matrice M30T: Cost \$17,500, Quantity 1. Remotely operated aerial vehicle that has video recording, thermal video capabilities, and 41 minutes of flight time.
5. DJI Mavic 3T Enterprise: Cost \$6,700, Quantity 1. Remotely operated aerial vehicle that has video recording, thermal video capabilities, and 45 minutes of flight time.
6. DJI Avata: Cost \$2,400, Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 18 minutes of flight time.
7. DJI Avata 2: Cost \$1,300, Quantity 1. Remotely operated aerial vehicle that has video recording capabilities and 23 minutes of flight time.
8. DJI Matrice 4T: Cost \$7,300-7,800, Quantity 7. Remotely operated aerial vehicle that has video and thermal recording capabilities and 49 minutes of flight time.

b) Purpose: UAV's are to be deployed when its use would assist officers or Incident Commanders with the following situations, which include but not limited to:

1. Major collision investigations
2. Search for missing persons
3. Search and rescue missions
4. Crowd control situations
5. Perimeter searches and security

- 6. Natural disaster management
- 7. Crime scene investigations and photography
- 8. SWAT, tactical, and other public safety and life preservation missions

c) Authorized use: Only authorized operators set forth in Department Policy 606 shall be permitted to operate any UAV, and only during approved missions.

d) Expected life span: All UAV equipment has a life expectancy of approximately 3 years.

e) Fiscal impact: Annual maintenance and battery replacement cost is projected to be approximately \$15,000.

f) Training: All UAV operators must obtain from the FAA Part 107 certification, go through in-service training on UAV systems and operations, as well as adhere to Department Policy 606.

g) Legal procedures rules: Use is established under Department Policy 606 and in accordance with FAA certification. It is the policy of the Turlock Police Department to utilize UAV's only for official law enforcement purposes and in a manner that respects Constitutional Rights and the privacy of our community as well as in a manner pursuant to state and federal law.

**Robots: A remotely controlled unmanned ground vehicle (Robot), which is used to enhance the safety of officers and the community.**

a) Description, quantity, capabilities, and purchase cost of current robots.

1. Transcend Vantage Robot: Cost \$40,000, Quantity 1. The Transcend Vantage robot enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations. There is no longer a need to send personnel in before there has been a chance to assess the situation. The robot can navigate various terrain including stairs, grass, and clothing. It has two-way audio and video recording capabilities and is remotely operated.

b) Purpose: This robot is used to gain visual and audio data in dangerous incidents, and deliver communication devices during high risk incidents. It can be used to open doors, disrupt packages. and safely clear buildings.

- c) Authorized use: The use of the robots shall only be authorized by a designated Incident Commander or the SWAT Commander, based on the specific circumstances of a given critical incident. Robots shall only be used by officers trained in their deployment and in a manner consistent with department policy and training.
- d) Expected life span: The robot has a life expectancy of 5 to 10 years.
- e) Fiscal impact: Annual maintenance cost and battery replacement costs are projected to be approximately \$500.
- f) Training: All operators will be trained during in-service SWAT training on unmanned ground vehicle operations.
- g) Legal procedure rules: Use is at the discretion of the Incident Commander or the SWAT Commander. The Turlock Police Department utilizes unmanned ground vehicles (Robots) for law enforcement purposes only and in a manner that respects the privacy of our community, pursuant to state and federal law.

**Mobile Incident Command Post vehicle (Mobile CP): Commercial vehicle outfitted with electronics and communication equipment which allow for communication with units in the field and supplement communications capabilities, hostage negotiations, equipment storage, and restroom facilities during extended events.**

- a) Description, quantity, capabilities, and purchase of current CP Vehicle:
  - 1. 2009 GMC c5500 Commercial Vehicle: Cost \$250,000, Quantity 1. This vehicle is used as a mobile office command center by the Turlock Police Department and the Ceres Police Department that provides shelter, access to department computers, communication systems, and restroom facilities during extended events. The vehicle is marked with the words "Turlock /Ceres Command Post" on both sides of the exterior walls.
- b) Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, community event, or for crime scene management.
- c) Authorized use: The use of the Command Post vehicle shall only be authorized by a Watch Commander, a designated Incident Commander, or the SWAT Commander, based on the

specific circumstances of a given critical incident or large event where the use of the command vehicle would aid law enforcement in services to the public.

- d) Expected life span: The Command Post vehicle has a life expectancy of approximately 15 years.
- e) Fiscal impact: Annual maintenance costs are projected to be approximately \$17,000.
- f) Training: All drivers/operators will be trained with in-service training on vehicle operation and practical driving instruction and must possess a license through the State of California.
- g) Legal procedure rules: Use is determined by the Watch Commander, Incident Commander, or the SWAT Commander. Each use is on a case by case basis and is only used for official law enforcement purposes and in a manner pursuant to state law regarding the operation of motor vehicles.

**Armored Rescue Vehicle: A large armored vehicle outfitted with ballistic capabilities, ports, turret, breaching ram, and water cannon used in the field during critical incidents involving dangerous suspects or used to rescue injured civilians or officers.**

- a) Description, quantity, capabilities, and purchase cost for the Armored Rescue Vehicle.
  - 1. Lenco Bearcat Armored Rescue Vehicle: Cost \$300,000, Quantity 1. Ballistically armored rescue vehicle capable of carrying twelve police personnel, or ten civilians, with an open floorplan which allows for rescue operations of downed personnel. The ballistic capabilities provide greater safety to citizens and officers beyond the protection of ballistic shield or body armor.
- b) Purpose: Armored Rescue Vehicles are to be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
- c) Authorized use: The use of the Armored Rescue Vehicle shall only be authorized by a Watch Commander, a designated Incident Commander, or the SWAT Commander, based on the specific circumstances of a given critical incident. The Armored Rescue Vehicle shall only be used by officers trained in their deployment and in a manner consistent with department policy and training.

- d) Expected life span: The life expectancy of the Armored Rescue Vehicle is approximately 20 years.
- e) Fiscal Impact: Annual maintenance costs are projected to be \$7,000.
- f) Training: All drivers/operators will be trained with in-service training on vehicle operations and practical driving instruction.
- g) Legal procedure rules: Use is determined by the Watch Commander, Incident Commander, or the SWAT Commander. Each use is on a case by case basis and is only used for official law enforcement purposes and in a manner pursuant to state law regarding the operation of motor vehicles.

**Distraction devices, chemical agents, and pepper balls: Distraction devices are used to distract and disorient dangerous persons by utilizing brilliant light and loud report. Chemical agent canisters contain chemical agents that are released when deployed. Pepper balls are non-lethal projectiles that contain a chemical irritant.**

- a) Description, quantity, capabilities, and purchase cost of distraction devices.
  1. Pepper Ball FTC Launchers: Cost \$600 each, Quantity 2. These launchers are powered by compressed air that are designed to deploy non-lethal Pepper Ball projectiles which contain a chemical irritant.
  2. Pepper Ball LIVE projectile: Cost \$2 per projectile, Quantity 400. The basic Pepper Ball projectile contains 2% PAVA pepper powder and is designed for direct impact and area saturation, especially in confined interior spaces. The projectile is a non-lethal chemical irritant.
  3. Noise Flash Distraction Device: Cost \$40 each, Quantity 32. These are non-bursting, non-fragmenting devices that produce a brilliant light and loud report. They are ideal for distracting dangerous suspects in high-risk situations.
  4. Combined Tactical Systems (CTS) 4556 40mm Liquid CS: Cost \$40, Quantity 8. These munitions are 40mm launched, spin stabilized less lethal direct impact munitions that contain powdered oleoresin capsicum (OC) within the projectile. The munition has a 50-yard range and has a velocity of 290 to 320 feet per second. These are considered impact weapons, and provide accurate and effective performance when fired from the approved distance of not less than 5 yards. Effectiveness depends on many variables such as distance, clothing, stature, intoxicants, and the area the projectile impacts.

5. Combined Tactical Systems (CTS) 5230B Gas Canister: Cost \$60 each, Quantity 18. These are large diameter canisters that discharge a high volume of chemical agents that is delivered with the assistance of smoke through multiple ports located throughout the canister. This can be hand delivered or used with a launching system. They are used to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
  6. Combined Tactical Systems (CTS) 4330 40mm: Cost \$38 each, Quantity: 42. These rounds are chemical agent irritant (CS) that are used to deliver irritant agents into structures or houses to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
  7. Combined Tactical Systems (CTS) 4340 40mm: Cost \$38, Quantity: 10. These rounds are filled with liquid oleoresin capsicum (OC) that are used to penetrate intermediate barriers and deliver irritant agents into adjacent rooms. They are used to bring volatile and dangerous situations to a peaceful end by causing temporary discomfort to the suspect and gain compliance.
  8. Combined Tactical Systems (CTS) 6210 White Smoke Canister: Cost \$45 each, Quantity 5. These canisters deliver white smoke used to obstruct tactical movement or positions during high risk operations and for signaling and marking a landing zone during air operations. These canisters are delivered by hand.
- b) Purpose: Distraction devices are used to disorient and disrupt the actions of a dangerous suspect during hostage rescues, high risk warrant operations, or other high-risk operations. They produce a brilliant white light along with a loud report which gives those officers a tactical advantage while the suspect is temporarily disoriented or distracted. Chemical agent canisters are designed to limit the escalation of conflict and improve officer safety in high risk situations. Situations for use of chemical agent systems may include but are not limited to:
1. Self-Destructive, dangerous, and/or combative suspects
  2. Riot/crowd control and civil unrest incidents
  3. Circumstances where a tactical advantage can be obtained
  4. Potentially vicious animals
  5. Training exercise and/or approved demonstrations
- c) Authorized use: The use of chemical agent munitions and delivers systems are authorized to be used only by officers who have been trained by POST certified less lethal and chemical agent instructors. They can be used by officers trained in their deployment and in a manner consistent with department policy and training.

- d) Expected life span: Pepper Ball Launchers: 15 years, Pepper Ball projectiles: 3 years, Distraction Devices: 5 years, Chemical Agents: 5 years.
  
- e) Fiscal impact: There are no projected annual maintenance costs. Supply replacement costs are projected to be \$4,000.
  
- f) Training: The use of chemical agent munitions and delivery systems are authorized to be used only by officers who have been trained by POST certified less lethal and chemical agent instructors. The use of distraction devices is authorized to be used by officers of the SWAT team and who are trained in their deployment by POST certified instructors and in a manner consistent with department policy and training.
  
- g) Legal procedure rules: Use is established under Department Policy 300 (use of force) and policy 304 (control devices). It is the policy of the Turlock Police Department to utilize chemical agents, their delivery system, and distraction devices only for official law enforcement purposes and in a manner pursuant to state and federal law.

**Projectile launch munitions and platforms: 40mm launchers are utilized by Department personnel to deploy less lethal foam baton rounds. 12-gauge launchers are used to deploy super-sock bean bag impact rounds. 37mm and 40mm launchers are utilized by Department personnel as a chemical agent delivery system.**

- a) Description, quantity, capabilities, and purchase cost.
  1. Remington 870 less lethal launcher: Cost \$600 each, Quantity 9. The Remington 870 Less Lethal launcher is designed with high visibility bright orange stocks, foregrips, and barrel to distinctly identify them as only being used during less lethal situations. They are used to deploy less lethal super sock 2581 bean bag rounds to a distance of up to 60 feet. The range of the launching system helps maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
  
  2. 12 Gauge (CTS) Super-sock kinetic energy impact munition: Cost \$5 per munition, Quantity 230. These munitions are deployed from the Remington 870 less lethal launcher. The munition is a ballistic fiber bag filled with 40 grams of led shot at a velocity of approximately 290 feet per second. Upon impact, the ballistic fiber bag flattens out and impacts a larger area of approximately 40mm. These are considered impact weapons and provide accurate and effective performance when fired from the approved distance of not less than 5 feet. Effectiveness depends on many variables such as distance, clothing, stature, intoxicants, and the area the projectile impacts.

3. Remington 870 Chemical Agent Launcher: Cost \$600, Quantity 1. The Remington 870 chemical agent launcher is equipped with a special cup capable of holding and deploying one CTS 5230 chemical agent canister. This is utilized to deploy chemical agents through immediate barriers from an extended distance. The chemical agent canister is propelled by the use of a blank 12-gauge round. The chemical agent launcher is distinctly marked with a blue barrel.
4. CTS Penn Arms 40mm single shot launcher, model GL1-40: Cost \$1,100, Quantity 1. The 40mm launcher deploys one 40mm less lethal impact munition. These are only authorized to be used by SWAT personnel or those who have received specialized training.
5. CTS Penn Arms 40mm single shot launcher, model GL1-40-C: Cost \$1,700, Quantity 3. The 40mm launcher deploys one 40mm chemical agent munition or one 40mm impact munition. These are only authorized to be used by SWAT personnel or those who have received specialized training.
6. DEFTEC LMT 40mm single shot launcher, model 1425: Cost \$1,100, Quantity 2. The 40mm launcher deploys one 40mm impact munition. These are only utilized by those trained and authorized by the department.
7. CTS Penn Arms 37mm multi-launcher: Cost \$3,000, Quantity 1. The 37mm launcher has six chambers which holds one 37mm canister of chemical agent in each of the chambers and deploys one canister at a time. These are only authorized to be used by SWAT personnel.
8. Defense Technology 37mm single shot launcher: Cost \$1,000, Quantity 1. The 37mm launcher holds one 37mm canister of chemical agent and deploys one canister at a time. This is only authorized to be used by SWAT personnel.
9. CTS 40mm foam baton munition 4557: Cost \$35 each, Quantity 35. These munitions are 40mm launched, spin stabilized less lethal direct impact munitions. The munition has a 50-yard range and has a velocity of 240 to 260 feet per second. These are considered impact weapons, and provide accurate and effective performance when fired from the approved distance of not less than 5 yards. Effectiveness depends on many variables such as distance, clothing, stature, intoxicants, and the area the projectile impacts.
10. Defense Technology 40mm exact impact 6325 munition: Cost \$35, Quantity 26. These munitions are 40mm launched, spin stabilized less lethal direct impact munitions. The munition has a 40-yard range and has a velocity of 325 feet per second. These are considered impact weapons and provide accurate and effective performance when fired from the approved distance of not less than 5 feet. Effectiveness depends on many variables such as distance, clothing, stature, intoxicants, and the area the projectile impacts.

- b) Purpose: Less lethal munitions are designed to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of less lethal weapon systems may include but are not limited to:
1. Self-destructive, dangerous, and/or combative suspects
  2. Riot/crowd control and civil unrest
  3. Circumstances where a tactical advantage can be obtained
  4. Potentially vicious animals
  5. Training exercise and/or approved demonstrations
- c) Authorized use: The use of less lethal munition and delivery systems are authorized to be used only by officers who have been training by POST certified less lethal instructors. They can only be used by officers trained in their deployment and in a manner consistent with department policy and training.
- d) Expected life span: 12-gauge launchers: 25-30 years, Super Sock munitions: 5 years, 37mm and 40mm launchers: 20 years.
- e) Fiscal impact: Annual replacement/maintenance costs are projected to be approximately \$5,000.
- f) Training: The use of the less lethal munitions and launchers are authorized to be used only by officers who have been trained by POST certified less lethal instructors during in service training.
- g) Legal procedure rules: Use is established under Department Policy 300 (Use of Force) and policy 304 (Control Devices). It is the policy of the Turlock Police Department to utilize less lethal munitions and launchers only for official law enforcement purposes and in a manner pursuant to state and federal law.

**Ballistic breaching munitions and platform:** The ballistic breaching shotgun is used for gaining access to locked areas in an expeditious manner. The shotgun fires a munition that is filled with compressed zinc. The compressed zinc quickly disperses from its compact form once it has impacted a hard surface such as a door jam or locking mechanism.

- a) Description, quantity, capabilities, and purchase cost of ballistic breaching tools.

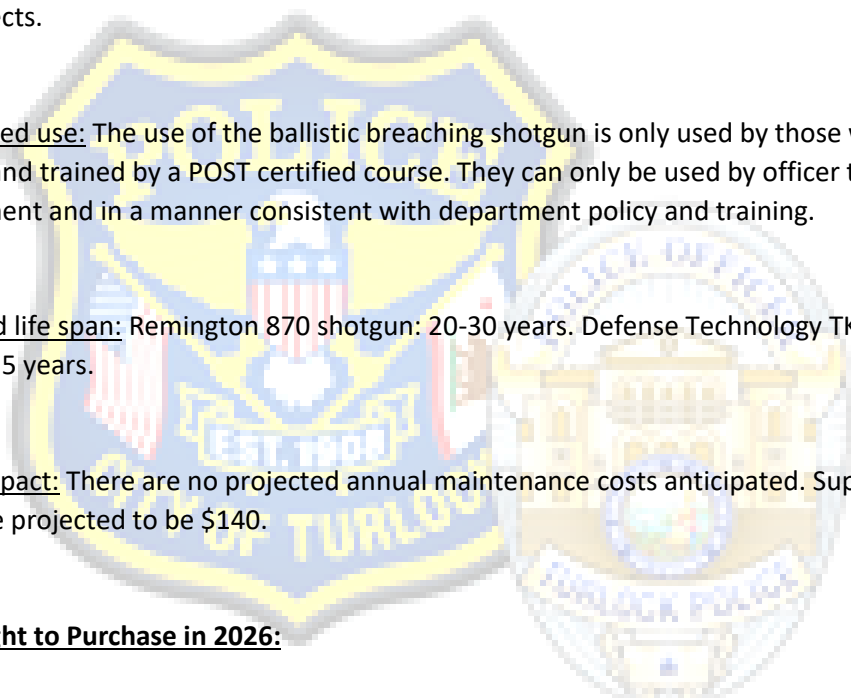
1. Remington 870 shotgun: Cost \$600, Quantity 2. The Remington 870 breaching shotgun is only used for breaching doors to gain quick entry to a confined area. This may be used during a hostage situation or on a heavily fortified door.
2. Royal Arms 12-gauge Breaching Round: Cost \$7 per round, Quantity 83. The Royal Arms breaching round is a 12-gauge shotgun round used only for breaching doors. The round is made up of compressed copper powder that defeats the locking mechanisms on doors.

b) Purpose: Ballistic breaching is utilized to gain quick access to locked areas of a house or structure. The use of ballistic breaching minimizes the use for traditional mechanical breaching tools which can cause injuries to officers and places them in harm's way for a longer period of time. Ballistic breaching gives officers a faster response time to rescue hostages or captives held by suspects.

c) Authorized use: The use of the ballistic breaching shotgun is only used by those who have been sent to and trained by a POST certified course. They can only be used by officer trained in their deployment and in a manner consistent with department policy and training.

d) Expected life span: Remington 870 shotgun: 20-30 years. Defense Technology TKO Breaching Rounds: 5 years.

e) Fiscal impact: There are no projected annual maintenance costs anticipated. Supply replacement costs are projected to be \$140.



**Equipment Sought to Purchase in 2026:**

- a) Two 40mm less lethal launchers.

**Equipment Usage in 2025:**

This section outlines the military equipment usage for 2025. Certain items of military equipment, particularly consumables (munitions, distraction devices, pepper balls, chemical agents, etc.), are used throughout the year on a regular basis for training in order to maintain proficiency. Training usage is not captured in this section. This section only provides data for the operational use of military equipment listed within this annual equipment report.

**Unmanned Aerial Vehicle deployments:**

The Turlock PD Unmanned Aerial Systems unit deployed designated equipment during 94 operational incidents during 2025. During some incidents more than one UAV of was deployed to maintain overlapping and/or continuous coverage.

- (5) Arrest / Search Warrant
- (1) Enhance Situational Awareness
- (4) Forensic Crime Scene
- (73) Perimeter and Overhead Search / Security
- (2) Special Event
- (3) Forensic / Crime Scene - Traffic Collision
- (2) Forensic / Crime Scene - Non-Traffic Collision
- (1) Emergency Response
- (5) Assist Other Agency
- (1) Fire

**SWAT deployments where military equipment was used:**

- (3) Operations which included emergency callouts and pre-planned events where our command vehicle was also deployed. During two of these operations our armored vehicle was deployed.
- (1) Security detail for community event.
- 3 Noise Flash Distraction Devices were deployed on various operations.

**Other military equipment used in 2025:**

- Our command post was deployed during the Stanislaus County Fair (July 11-20)

**Complaints regarding use of Military Equipment:**

The Turlock Police Department is dedicated to providing the best service possible to our community. We take pride in keeping members of our community safe and making sure Turlock remains a safe place to live and visit. During some incidents it becomes necessary to use force (which may include military equipment) against violent combative suspects in order to maintain their safety, the safety of the public, and officer safety. The Turlock Police Department is dedicated to investigating complaints regarding the use of our military equipment and will conduct these investigations in a fair, impartial, and expeditious manner.

- There were no complaints/investigations regarding the use of military equipment in 2025.

**Conclusion:**

The Annual Military Equipment Report reflects the transparency the Turlock Police Department is committed to providing to our community and elected officials. The equipment, resources, and training outlined in this report allow the Department to better serve, protect, and enhance the safety of the public and our officers, enabling a critical incident to be brought to a peaceful and safe resolution.



<b>Equipment Name:</b>	12 Gauge Breaching rounds
<b>Quantity on Hand:</b>	100 to be had on hand at any given time
<b>Lifespan:</b>	5 Years
<b>Equipment Capabilities</b>	Tactical Door Breaching
<b>Manufacturer Product Description:</b>	12-gauge frangible slug to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.
<b>Purpose/Authorized Uses:</b>	To gain quick access through doorways during critical events
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$700 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use as well as internal Turlock Police policies on use of equipment
<b>Training Required:</b>	Tactical Breaching school
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	Armored Rescue Vehicle
<b>Quantity on Hand:</b>	1 owned
<b>Lifespan:</b>	Approximately 20 years
<b>Equipment Capabilities</b>	Provide ballistic protection during critical events to officers and civilians, contains breaching ram capable of inserting chemical irritants to gain compliance on hostile suspects.
<b>Manufacturer Product Description:</b>	Lenco BearCat Armored Vehicle
<b>Purpose/Authorized Uses:</b>	To protect life during high risk situations
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$300,000/ estimated annual cost is \$7,000
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use as well as internal Turlock Police policies on use of equipment
<b>Training Required:</b>	Ongoing in-service training
<b>Other Notes:</b>	Allied agencies with similar armored and outfitted vehicles are authorized for use in the City of Turlock for the stated purposes above.
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	CS Grenades
<b>Quantity on Hand:</b>	50 to be had on hand at any given time
<b>Lifespan:</b>	5 Years
<b>Equipment Capabilities</b>	Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
<b>Manufacturer Product Description:</b>	CTS 5230B
<b>Purpose/Authorized Uses:</b>	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$3,000 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies
<b>Training Required:</b>	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	37 mm CS liquid barricade
<b>Quantity on Hand:</b>	50 to be had on hand at any given time
<b>Lifespan:</b>	5 Years
<b>Equipment Capabilities</b>	Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.
<b>Manufacturer Product Description:</b>	Model 3330
<b>Purpose/Authorized Uses:</b>	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$1500 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies
<b>Training Required:</b>	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	37mm CS Short Range Pyro
<b>Quantity on Hand:</b>	10 to be had on hand at any given time
<b>Lifespan:</b>	5 Years
<b>Equipment Capabilities</b>	A short range CS cartridge delivering a single munition. Used outdoors, it will disperse crowds, deny areas and prevent violence.
<b>Manufacturer Product Description:</b>	Model 3230
<b>Purpose/Authorized Uses:</b>	Used outdoors, it will disperse crowds, deny areas and prevent violence.
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$200 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies
<b>Training Required:</b>	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	37mm OC Liquid
<b>Quantity on Hand:</b>	15 to be had on hand at any given time
<b>Lifespan:</b>	5 Years
<b>Equipment Capabilities</b>	Liquid OC filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.
<b>Manufacturer Product Description:</b>	Model 3340
<b>Purpose/Authorized Uses:</b>	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$450 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies
<b>Training Required:</b>	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	Noise Flash Distraction Device
<b>Quantity on Hand:</b>	80 to be had on hand at any given time
<b>Lifespan:</b>	5 Years
<b>Equipment Capabilities</b>	Produces a distraction by way of a loud noise and bright flash
<b>Manufacturer Product Description:</b>	The device produces an 175db and 6-8 million candela of light output. CTS 7290M and Liberty Dynamic
<b>Purpose/Authorized Uses:</b>	To create a distraction in order to safely secure suspects or rescue hostages during dangerous situations
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$3,500 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies
<b>Training Required:</b>	At least one SWAT member is sent to diversion device instructor course. That instructor provides ongoing training to team members.
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	Unmanned wheel or track driven ground remote robot
<b>Quantity Owned/Sought:</b>	2 owned 3 sought
<b>Lifespan:</b>	10 Years
<b>Equipment Capabilities</b>	Enhances the capabilities of the police department by allowing members to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before they have had a chance to assess the situation.
<b>Manufacturer Product Description:</b>	Unmanned Ground Vehicle (UGV) platform which provides significant increases in mobility and offers payload capacity with the ability to monitor situations with sensors, communication and delivery of mission specific items
<b>Purpose/Authorized Uses:</b>	To gain situational awareness during critical and dangerous situations without risking the lives of officers and escalating the situation
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$45,000 / \$500 a year for maintenance
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use as well as internal Turlock Police policies on use of equipment
<b>Training Required:</b>	Provided by vendor.
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	Command Vehicle
<b>Quantity Owned/Sought:</b>	1
<b>Lifespan:</b>	15 years
<b>Equipment Capabilities</b>	Commercial vehicle outfitted with electronics and communication equipment which allow for communication with units in the field, supplemental dispatch capabilities and equipment storage
<b>Manufacturer Product Description:</b>	2009 Commercial vehicle GMC c5550
<b>Purpose/Authorized Uses:</b>	Mobile Command vehicle. Utilized for setting up a command post for critical incidents.
<b>Fiscal Impacts (Initial/Annual):</b>	Initial \$250,000 / Annually \$17,000 a year
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use as well as internal Turlock Police policies on use of equipment
<b>Training Required:</b>	None
<b>Other Notes:</b>	None
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

<b>Equipment Name:</b>	Pepperballs
<b>Quantity on Hand:</b>	1000 to be on hand at any given time
<b>Lifespan:</b>	3 years
<b>Equipment Capabilities</b>	Provides temporary incapacitation with pava pepper powder
<b>Manufacturer Product Description:</b>	Hard plastic frangible sphere that is designed to burst upon impact
<b>Purpose/Authorized Uses:</b>	Gain compliance of non-compliant subject/crowd control
<b>Fiscal Impacts (Initial/Annual):</b>	\$5,000 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies
<b>Training Required:</b>	Internal proficiency training by a certified instructor
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Process

<b>Equipment Name:</b>	40mm CTS Liquid CS
<b>Quantity on Hand:</b>	50 on hand at any given time
<b>Lifespan:</b>	5 years
<b>Equipment Capabilities</b>	Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.
<b>Manufacturer Product Description:</b>	Model 4330
<b>Purpose/Authorized Uses:</b>	To assist in gaining compliance from individuals to safely take them into custody during dangerous situations
<b>Fiscal Impacts (Initial/Annual):</b>	Approximately \$2,000 for full stock
<b>Legal/Procedural Rules Governing Use:</b>	All applicable state, Federal and local laws governing equipment use and use of force as well as internal applicable Turlock Police policies
<b>Training Required:</b>	At least one SWAT member is sent to chemical agent instructor course. That instructor provides ongoing training to team members.
<b>Other Notes:</b>	
<b>Complaint Process:</b>	Turlock Personnel Complaint Policy Process

## Military Equipment

### 707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and ammunition.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Turlock Police Department

## Turlock PD Policy Manual

### Turlock PD Policy Manual

#### *Military Equipment*

---

#### **707.2 POLICY**

It is the policy of the Turlock Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

#### **707.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Turlock Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **707.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

See attachment: Military Equipment Inventory.pdf

#### **707.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.

# Turlock Police Department

Turlock PD Policy Manual

Turlock PD Policy Manual

## *Military Equipment*

---

- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **707.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment of similar type and purpose is approved for use in accordance with this policy.

### **707.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment of similar type and purpose is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

### **707.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

### **707.9 USE IN EXIGENT CIRCUMSTANCES**

In exigent circumstances and with the approval of the Chief of Police or authorized designee, the Police Department may acquire, borrow and/or use military equipment that is not included in the Military Equipment Use Policy.

If the Police Department acquires, borrows, and/or uses military equipment in exigent circumstances, in accordance with this section, it must take all of the following actions:

# Turlock Police Department

## Turlock PD Policy Manual

### Turlock PD Policy Manual

#### *Military Equipment*

---

- Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.
- If it is anticipated that the use will continue beyond the exigent circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.
- Include the military equipment in the Police Department's next annual Military Equipment Report.

# City Council Staff Report

March 24, 2026



---

From: Jessie Dhami, Human Relations Director  
Prepared by: James Governale, Management Analyst  
Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Resolution: Appointing Katie O. Lucchesi to the position of City Attorney for the City of Turlock and approving the related employment agreement

**2. NARRATIVE:**

As a General Law City, in accordance with California Government Code § 36505, the City Council of the City of Turlock has the authority to appoint a City Attorney who serves as legal advisor to the City Council, City staff, and other boards and commissions of the City; represents the City in litigation; and directs the City's legal services.

In September 2025, George Petrulakis announced his intention to resign from the office of City Attorney. Mr. Petrulakis has served in the role under a contract between the City of Turlock and Petrulakis Law & Advocacy, APC since February of 2021. In anticipation of this transition, the City initiated a recruitment effort for an in-house City Attorney to ensure continuity of legal services following the conclusion of the current contractual arrangement.

The Human Relations Department opened recruitment for the City Attorney position in November 2025. Following the screening and competitive recruitment process, Katie O. Lucchesi was determined to be the strongest candidate for the City of Turlock. Ms. Lucchesi brings municipal law experience and familiarity with public sector legal practice, including advising local agencies on governance, regulatory compliance, and municipal operations.

This recruitment represents a departure from the contract City Attorney model that has been in place since the resignation of the City's most recent in-house City Attorney, Phaedra Norton, whose employment with the City concluded in March 2018. The recruitment for an in-house City Attorney reflects the City's interest in restoring an internal legal services model to provide consistent day-to-day legal guidance, institutional knowledge, and direct support to City operations.

Ms. Lucchesi has agreed to perform the duties of City Attorney pursuant to the Turlock Municipal Code, the City Attorney job description, and other applicable law. Her employment will be subject to an employment agreement, attached as Attachment 2. The agreement establishes the compensation, benefits, and other terms and conditions of employment for the position. The agreement has been reviewed and approved as to form by a representative of the City of Turlock's Special Counsel, Kevin R. Dale of Atkinson, Andelson, Loya, Ruud & Romo (City Contract 2026-016), who assisted the City with legal review related to the recruitment and employment agreement for this position.

The proposed start date of April 27, 2026, or earlier if her schedule permits, will allow for an orderly transition of legal services responsibilities following Mr. Petrulakis' resignation.

Council action is required to appoint the City Attorney and approve the associated employment agreement.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

Per the terms of the employment agreement, Ms. Lucchesi will be placed at Step 5 of the City Attorney salary schedule (Range 47.4), which equates to \$24,357 per month. The City Attorney's salary is expensed to Fund 110 (General Fund), G/L account number 110-10-108.41001, "Full Time Salaries." The total fiscal impact, inclusive of salary and all benefits, in fiscal year 2025-2026 is \$98,347.

The City currently budgets funding for contracted legal services within Fund 110 (General Fund), G/L account number 110-10-108.43009, "City Attorney Services." With the transition from a contracted City Attorney model to an in-house position, a budget adjustment will be required to reallocate funding from contracted services to salary and benefit accounts associated with the City Attorney position.

Staff anticipates completing this adjustment through an administrative budget transfer, as approved by the Finance Director and the City Manager, within Fund 110 (General Fund), from G/L account number 110-10-108.43009, "City Attorney Services," to various salary and benefit accounts within 110-10-108.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

**5. ALTERNATIVES:**

1. The City Council could direct staff to renegotiate one or more terms of the agreement with Ms. Lucchesi and return with a revised agreement for Council consideration at a future meeting. This alternative is not recommended, as the agreement presented represents an arrangement that has been determined to be fair and competitive by both City and Ms. Lucchesi.

2. The City Council could reject the appointment of Ms. Lucchesi and direct staff to continue the recruitment process to identify additional candidates for the position. This alternative is not recommended, as Ms. Lucchesi was determined to be the strongest candidate through the competitive recruitment process and the City is preparing for the transition following Mr. Petrulakis' resignation notice.

3. Provide staff with alternative direction.

**6. ATTACHMENTS:**

1. Draft Resolution- City Attorney
2. Employment Agreement - City Attorney

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**IN THE MATTER OF APPOINTING KATIE  
O. LUCCHESI TO THE POSITION OF CITY  
ATTORNEY FOR THE CITY OF TURLOCK  
AND APPROVING THE RELATED  
EMPLOYMENT AGREEMENT**

**RESOLUTION NO. 2026-**

**WHEREAS**, California Government Code Section 36505 authorizes the City Council of a General Law City to appoint a City Attorney who serves as the legal advisor to the City Council, City staff, and boards and commissions; represents the City in litigation; and directs the City’s legal services; and

**WHEREAS**, the City of Turlock has historically utilized both in-house and contracted City Attorney service models; and

**WHEREAS**, in September 2025, George Petrulakis announced his intention to resign from the office of City Attorney, which he has served under a contract between the City of Turlock and Petrulakis Law & Advocacy, APC since February 2021; and

**WHEREAS**, in anticipation of this transition, the City initiated a recruitment effort in November 2025 to identify and appoint an in-house City Attorney in order to ensure continuity of legal services and restore an internal legal services model to support the City’s operational needs; and

**WHEREAS**, following a competitive recruitment, screening, and interview process conducted by the Human Relations Department, Katie O. Lucchesi was determined to be the strongest candidate for the position of City Attorney; and

**WHEREAS**, Ms. Lucchesi possesses municipal law experience and familiarity with public sector legal practice, including advising local agencies on governance, regulatory compliance, and municipal operations; and

**WHEREAS**, Ms. Lucchesi has agreed to perform the duties of City Attorney pursuant to the Turlock Municipal Code, the City Attorney job description, and other applicable law; and

**WHEREAS**, the terms and conditions of employment are set forth in an Employment Agreement between the City of Turlock and Katie O. Lucchesi; and

**WHEREAS**, this action is not a project under CEQA Guidelines Section 15378(b)(5) because the action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Turlock as follows:

1. The City Council hereby finds that the above recitations are true and correct

and, accordingly, are incorporated as a material part of this Resolution.

2. Katie O. Lucchesi is hereby appointed to the position of City Attorney for the City of Turlock, effective April 27, 2026, or earlier in accordance with her employment agreement.
3. The Employment Agreement between the City of Turlock and Katie O. Lucchesi is hereby approved.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> day of March, 2026, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Nichole Fiez, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

**CITY ATTORNEY  
EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF TURLOCK AND KATIE O. LUCCHESI**

This Employment Agreement (“Agreement”) is hereby entered into by and between the City of Turlock (“City”) and Katie O. Lucchesi (“Ms. Lucchesi” or “Employee”).

**WHEREAS**, the City of Turlock desires to employ Ms. Lucchesi as the in-house City Attorney; and,

**WHEREAS**, this Employment Agreement sets forth the terms and conditions of employment.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Effective Date.** City hereby employs Ms. Lucchesi as the in-house City Attorney effective on April 27, 2026. Employee is authorized to commence employment on an earlier date if her schedule permits.
2. **Acceptance.** Ms. Lucchesi accepts such employment pursuant to the terms set forth herein. Ms. Lucchesi agrees to perform the duties and discharge the responsibilities of City Attorney as set forth in the Turlock Municipal Code, the City Attorney job description, City policy and applicable law, and subject to direction by the City Council. Employee shall devote their full attention to service as City Attorney and shall not be employed or work in any other capacity, unless approved in writing by the City Council.

To the extent Employee seeks approval to engage in activities such as membership on non-profit boards, community service organizations, serving as a temporary judge for a court or an administrative officer for other agencies, or managing personal and real property investments outside of the City’s jurisdiction, it is contemplated that such activities will occur outside of normal working hours. In addition to seeking City Council approval, Employee shall ensure that any such activities do not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee’s ability to fully perform her duties for City hereunder.

3. **At-Will.** The City Attorney position is at-will and serves at the will and pleasure of the City Council. Either party may terminate the employment relationship as set forth in Section 11, below.
4. **Compensation.** The City Attorney position is exempt pursuant to the FLSA. Employee shall be placed on Step 5 of the City Attorney salary schedule (Range 47.4), which currently equates to a base salary of Twenty-Four Thousand, Three Hundred and Fifty-Seven Dollars (\$24,357) per month. The City Attorney salary schedule shall receive any future base salary increases that are provided to the Turlock Management Employees group. Step advancement on the salary schedule shall be at the sole discretion of the City Council, and in relation to the annual evaluation process set forth below. (It is noted that Employee will be placed at the top step of the salary range upon initial employment.)

5. **Juris Doctorate Degree Pay.** Employee shall receive an additional 2.5% of their base salary per month related to possession of a Juris Doctorate degree.
  
6. **Work Schedule.** Employee serves in an exempt position and does not accrue overtime or compensatory time off, but is expected to engage in those hours of work which are necessary to fill the obligations of the position. Employee shall generally follow a 9/80 work schedule as set forth in the City's Regulations for Alternate Work Schedules (Resolution No. 2022-027), with every other Friday off. It is recognized that Employee must devote a great deal of time outside of "normal office hours" to the business of the City. As such, Employee may reasonably "flex" her hours at times she determines it is necessary and appropriate for the work to be performed.
  
7. **Evaluation.** City Council shall review and evaluate Employee's performance of their duties as City Attorney on not less than an annual basis.
  
8. **Benefits.** Employee shall receive benefits as follows:
  - a. **Health and Welfare Benefits.** Employee shall be eligible to participate in the City's health and welfare benefits plan, and shall be subject to the same employee contribution amounts as applicable to the Turlock Management Employees group.
  
  - b. **Leave Entitlements.** Employee shall receive the same management leave, vacation, sick leave, bereavement leave, and holidays as applicable to the Turlock Management Employees group, with the exceptions set forth below. In accordance with Resolution No. 2022-071, Employee shall be provided with pre-accrual of vacation and sick leave hours as follows:
    - i. Vacation: 80 hours;
    - ii. Sick leave: 40 hours.

Further, Employee shall accrue 14 hours of vacation per month.
  
  - c. **Deferred Compensation.** Employee shall be eligible to participate in the City's deferred compensation program under the same terms provided to the Turlock Management Employees group. The 8% employee contribution and 3.5% employer contribution match amounts shall be applicable to the City Attorney position.
  
  - d. **Retiree Health Savings Vantage Care Plan.** Employee shall be eligible to participate in the City's Retiree Health Savings Vantage Care Plan under the same terms provided to the Turlock Management Employees group.
  
  - e. **Life Insurance.** Employee shall receive the same life insurance benefits as provided to the Turlock Management Employees group.
  
  - f. **Long-Term Disability.** Employee is eligible for long-term disability benefits as applicable to the Turlock Management Employees group.

- g. **California Bar License and MCLE Compliance.** Employee shall remain in good standing with The State Bar of California and shall have an active bar license at all times while employed by the City. Employee shall be eligible for reimbursement of the annual California Bar License renewal fee. Further, Employee shall be eligible for reimbursement of MCLE fees pursuant to the terms of professional development funds that are administered and applied to the Turlock Management Employees group.
  - h. **CalPERS Participation.** Employee shall be enrolled in the CalPERS retirement system pursuant to applicable CalPERS rules and procedures, including the applicable employee contribution rate. The parties understand and agree that determination regarding CalPERS retirement plan applicability is in the sole discretion of CalPERS and pursuant to applicable statutes.
9. **Cell Phone.** City agrees to provide Employee with a cell phone stipend during the term of this Agreement under the same terms provided to the Turlock Management Employees group.
  10. **Automobile Allowance.** Employee shall receive an automobile allowance of \$400 per month.
  11. **Termination.** This Agreement may be terminated as follows:
    - a. **Termination by Mutual Consent.** – This Agreement may be changed, modified, or terminated by mutual written agreement of the City and Employee upon thirty (30) calendar days’ written prior notice.
    - b. **Termination by Employee.** – Notwithstanding any other provisions of this Agreement, Employee shall have the option to terminate this Agreement by providing the City with a written notice of resignation. This notice shall be provided no less than thirty (30) calendar days prior to said resignation date. The Employee and City may mutually agree to a resignation notice of less than thirty (30) calendar days.
    - c. **Termination For Cause.** – This Agreement and the services of Employee may be terminated for cause. For purposes of defining “for cause” in this Agreement, Section 7.1.5 “Causes for Discipline” of the City’s Personnel System Rules and Regulations shall apply. The City Attorney may be terminated by a vote of at least three (3) members of the City Council at a regular City Council meeting. However, Employee shall not be terminated during the thirty (30) day period following any election that results in a change in the membership of the City Council, except upon a vote of at least four (4) members of the City Council at a regular City Council meeting. In the event Employee is terminated for breach of any of the disciplinary grounds set forth in the City’s Personnel Rules and Regulations or other applicable City policies, they shall be furnished with a written notice stating the City Council’s intention to terminate them and the reasons thereof at least thirty (30) days before the effective date of termination. Employee may request a hearing before the City

Council within seven (7) days after delivery of the written notice. The purpose of any hearing shall be to allow Employee an opportunity to present to the City Council their grounds of opposition to their termination prior to the action of the City Council. In accordance with Government Code section 54957(b)(2), Employee shall be notified of the date and time of any such hearing, and may request to have the hearing held in an open session meeting.

Employee shall have the right, at their own expense, to have a representative of their choice during any appeal to the City Council. The appeal to the City Council shall be Employee's exclusive right to any appeal or hearing otherwise required by law, rule, Municipal Code, or policy, and the decision of the City Council shall be final and binding and shall not depend on any particular showing or degree of proof at the hearing.

- d. **Termination Without Cause.** – This Agreement and the services of Employee may be terminated without cause by the City Council at any time, and in relation to the consideration set forth in this paragraph. However, Employee shall not be terminated during the thirty (30) day period following any election that results in a change in the membership of the City Council, except upon a vote of at least four (4) members of the City Council at a regular City Council meeting. In the event that Employee is terminated without cause, they shall receive a Notice of Termination Without Cause and a lump sum payment equivalent to three (3) months of their then annual salary. Employee shall also be eligible to continue participating in the City's health benefit plan, and subject to remitting of the monthly employee contribution, for a period up to three (3) months. Following completion of one (1) year of employment with the City, the three (3) month lump sum payment and continuing benefits referenced above shall both be increased to six (6) months. The lump sum payment and health benefit participation referenced herein shall be subject to Employee entering into a comprehensive waiver and release of all claims against the City, at the time of termination.

Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Employee is convicted of a crime constituting "abuse of office," they shall reimburse the City for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, the City shall make no payments barred by Government Code section 53243 et seq.

12. **Indemnification.** In accordance with and subject to the provisions of California's Government Claims Act (Government Code § 825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of their duties on the City's behalf for the period of her employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of their duties as City Attorney. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered

thereon. Whenever Employee shall be sued for damages arising out of the performance of her duties, the City may provide defense counsel for Employee in such suit and indemnify her from any judgment rendered against them; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing of Employee. Said duty to indemnify shall survive termination of employment and expiration of this Agreement to protect Employee for any such acts undertaken or committed in their capacity as City Attorney, regardless of whether the notice of filing of a lawsuit occurs during or following their employment with the City.

13. **General Provisions.**


- a. **Severability.** The terms of this Agreement are contractual and not a mere recital. Should any provision or part of any provision or application thereof be held invalid, the invalidity shall not affect any other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.
- b. **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in the Stanislaus County Superior Court.
- c. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.
- d. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties. Any amendment, modifications or variations from the terms of this agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the City Council and Employee.

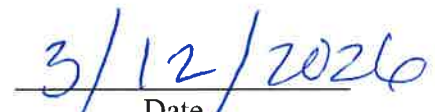
**ON BEHALF OF THE CITY**

\_\_\_\_\_  
Amy Bublak, Mayor

\_\_\_\_\_  
Date

**EMPLOYEE**

  
\_\_\_\_\_  
Katie O. Lucchesi

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM**



---

Kevin R. Dale  
Special Counsel

March 12, 2026  
Date

# City Council Staff Report

March 24, 2026



From: Chris Jelinek, Deputy Fire Chief  
Prepared by: Chris Jelinek, Deputy Fire Chief  
Agendized by: Gary Hampton, Interim City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) Pierce Manufacturing, Inc. 107' Velocity Tractor Drawn Aerial with pump and tank from Golden State Fire Apparatus, Inc., in a form approved by the City Attorney, pursuant to the Houston-Galveston Area Council contract FS12-23 in the amount of \$2,368,699.41 in accordance with Turlock Municipal Code Section 2-7-08(b)(5), allowing use of joint, cooperative, or leveraged purchasing plans without requiring an additional City bid procedure

## 2. NARRATIVE:

The Turlock Fire Department recommends replacement of its aging aerial ladder truck to maintain safe and reliable emergency response capability for the community. The department's current aerial apparatus, Truck 32, entered service in 2001 and has exceeded the department's recommended operational service life for frontline fire apparatus. Using the fleet evaluation methodology recommended in the Citygate Fire Services Master Plan, the vehicle scored 46 points, qualifying the apparatus for replacement (Table 1).

Fire apparatus reliability declines with age and extended operational use. Older units require increased maintenance, experience greater downtime, and create operational risk during emergency incidents. Maintaining dependable frontline apparatus is essential to firefighter safety and the protection of life and property within the City of Turlock.

Replacement of the current ladder truck with a Pierce 107' Velocity Tractor Drawn Aerial (TDA) in a quint configuration will restore reliability to this critical apparatus while providing enhanced safety features and improved operational flexibility for the department.

The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b) (5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

### Background / Discussion

The Fire Department utilizes an apparatus replacement model based on national best practices and the Citygate Fire Services Master Plan. The recommended lifecycle for frontline fire apparatus is:

- 10 years in frontline emergency response
- 5 additional years in reserve status

Because aerial apparatus typically experience lower annual mileage and less frequent

deployment than engine companies, they may remain operationally reliable in frontline service beyond the 10-year benchmark. As a result, the proposed ladder truck is expected to provide extended frontline service life, further maximizing the City's long-term investment while maintaining safe and reliable emergency response capability.

Truck 32, placed in service in 2001, now significantly exceeds the recommended lifecycle and has surpassed the replacement threshold identified in the Citygate fleet scoring model.

As apparatus age increases, reliability decreases and maintenance costs increase, reducing operational availability and increasing the risk of mechanical failure during emergency incidents.

Notably, due to current manufacturing demand and national order backlogs, ladder truck production lead times are currently estimated at 44–47 months.

### **Fire Service Truck Company Functions**

Aerial ladder trucks perform specialized fire ground functions that complement engine companies. These functions include:

- Forcible entry
- Search and rescue operations
- Roof ventilation
- Ladder access to upper floors of buildings
- Deployment of elevated water streams
- Ground ladder placement
- Technical rescue support
- Scene lighting and elevated observation

Truck companies play a critical role in incidents involving multi-story buildings, commercial occupancies, and complex rescue environments. Maintaining reliable aerial ladder capability is also important for community property protection and ISO insurance considerations, as ladder trucks provide elevated access, rescue capability, and master stream operations needed to control fires and limit property loss in large or multi-story structures.

### **Advantages of a Tractor Drawn Aerial (TDA)**

A Tractor Drawn Aerial (TDA), commonly referred to as a tiller truck, provides several operational advantages including:

- Exceptional maneuverability in urban environments
- Superior ability to navigate narrow streets and commercial building/apartment complex parking lots
- Shorter turning radius than traditional ladder trucks
- Long aerial reach for multi-story buildings and elevated rescue operations

These characteristics are particularly beneficial in portions of Turlock with constrained street and parking lot access.

### **Advantages of a Quint Apparatus**

The recommended apparatus will be configured as a quint, meaning it combines the functionality of both a fire engine and a ladder truck in a single apparatus. The Citygate Fire Services Master Plan specifically recommends replacing the department’s single-purpose aerial apparatus with an all-risk quint apparatus to maximize deployment flexibility and help improve first-unit response performance.

For mid-sized fire departments such as Turlock, this configuration provides several advantages:

- Dual capability to operate as either a fire engine or ladder truck depending on incident needs
- Greater deployment flexibility during simultaneous incidents
- Ability to staff a station with a single multi-purpose apparatus, unlike a traditional "dry" ladder truck
- Enhanced initial fire attack capability while still performing critical truck company functions such as rescue and ventilation

**Enhanced Safety Features**

The proposed ladder truck incorporates numerous modern safety systems and design improvements not available on older fire apparatus.

- Advanced electronic stability control systems to reduce rollover risk
- Enhanced braking systems and traction control
- Improved cab crash protection and occupant safety design
- Multi-camera vehicle visibility system, including rear and side cameras displayed in the cab to improve driver awareness when maneuvering the apparatus.
- LED scene lighting to improve nighttime incident safety
- High visibility driver information displays and instrumentation to support safe apparatus operation.

These features significantly enhance firefighter safety while operating both during emergency response and on the fire ground.

<b>TABLE 1: VEHICLE CONDITION SCORECARD</b>	
<b>AGE</b>	1 point per year based on in-service date
<b>MILES/HOURS</b>	1 point for every 10,000 miles or 250 hours of use
<b>TYPE OF SERVICE</b>	5 points = Front-line emergency response 4 points = Reserve emergency response/surge capacity 3 points = Specialized apparatus/infrequent use 2 points = Light duty support vehicle 1 point = Apparatus/equipment with no planned replacement
<b>RELIABILITY</b>	Percent of total time out of service, excluding preventive maintenance: 5 points for less than 80% reliability

	4 points for 80–89% reliability 3 points for 90–94% reliability 2 points for 95-98% reliability 1 point for greater than 98% reliability
<b>MAINTENANCE &amp; REPAIR COST</b>	Total lifetime maintenance/repair costs excluding accident repairs: 1 point = Less than \$15,000 2 points = \$15,000 - \$24,999 3 points = \$25,000 - \$49,999 4 points = \$50,000 - \$75,000 5 points = more than \$75,000
<b>CONDITION</b>	1 point = Very Good 2 points = Good 3 points = Fair 4 points = Poor
<b>POINT RANGE</b>	Less than 20 = excellent; 21–30 = good; 31–40 = qualifies for reserve; greater than 41 qualifies for replacement.

*Reference: American Public Works Association (APWA), Planned Fleet Replacement (2021)*

Using the Vehicle Condition Scorecard, the fire department's current aerial truck is rated as follows (Table 2):

<b>TABLE 2: TFD LADDER TRUCK SCORING</b>			
<b>Rig</b>	<b>In Service</b>	<b>Points</b>	<b>Grade</b>
Truck 32	<b>2001</b>	<b>46</b>	<b>*REPLACEMENT PLANNED</b>
<b>Key:</b>			
<b>&lt;20 = Excellent</b>			
<b>21-30 = Good</b>			
<b>31-40 = Qualifies for reserve status</b>			
<b>&gt;41 Qualifies for replacement</b>			

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b) (5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

The Finance Department has reviewed both payment options and concludes that Option A (100% Pre-payment) has the greater or equal financial benefit than Option B (Payment at Time of Delivery or Pickup). Therefore, Option A is recommended. The cost breakdown is

as follows:

<b>PRODUCT DESCRIPTION</b>	<b>PRICE</b>
One (1) Pierce Manufacturing, Inc. 107' Tractor Drawn Aerial	\$2,519,435.00
<i>Pre-Payment Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i>	(\$355,847.00)
<b>SUBTOTAL</b>	<b>\$2,174,996.00</b>
8.625% State Sales Tax	\$187,593.41
California Tire Fee	\$14.00
100% Performance Bond	\$6,096.00
<b>GRAND TOTAL PURCHASE PRICE</b>	<b>\$2,368,699.41</b>

Sufficient funds are available in Fiscal Year 2025-2026 for this purchase in Fund 506 (Vehicle/Equipment Replacement), G/L account number 506-00-000-304.51020 - Equipment Replacement for this purchase.

Based upon the fire department's apparatus replacement schedule, the next planned fire engine replacements should occur in 2030. To plan for this, the Fire Department will continue seeking funds for savings in the Fire Department equipment replacement account (Fund 506) during normal annual budget processes.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

**5. ALTERNATIVES:**

**Alternative 1 – Payment at Time of Delivery**

Approve the purchase with payment due at time of delivery.

This would result in no early-payment cost savings and the final purchase price would be higher than the action recommended (\$2,736,750.27).

**Alternative 2 – Defer the purchase**

Considerations:

- Continued increase in maintenance costs for the existing ladder truck
- Increased risk of mechanical failure or apparatus downtime
- Potential cost escalation due to inflation in fire apparatus manufacturing
- Possible extended delivery timelines due to industry-wide production demand

**6. ATTACHMENTS:**

1. Golden State Fire Apparatus - Proposal # 30316-26AQ



# GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

# CITY OF TURLOCK FIRE DEPARTMENT

---

One (1) Pierce Manufacturing, Inc.  
107' Velocity Quint Tractor Drawn Aerial



# TABLE OF CONTENTS

- 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  
**(\$368,050.86) 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 Turlock Fire Department**

244 N Broadway  
Turlock, CA 95380

**Sales Consultant**

Dewayne Young  
[dewayne@goldenstatefire.com](mailto:dewayne@goldenstatefire.com)  
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
03/16/2026	04/30/2026 at 4:00 PM PST	30316-26AQ	989	Pierce Manufacturing Inc.	HGAC contract FS12-23, Model 23A-110

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 TURLOCK (“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. 107' Velocity Quint Tractor Drawn Aerial	2,519,435.00
B	<i>Discount for 100% Payment at Time of Order (the “Prepayment Discount”)</i>	<i>(355,847.00)</i>
C	SUBTOTAL	2,174,996.00
D	8.625% State Sales Tax	187,593.41
E	California Tire Fee	14.00
F	100% Payment and Performance Bond	6,096.00
G	<b>GRAND TOTAL PURCHASE PRICE</b>	<b>2,368,699.41</b>

**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 **44 to 47 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 03/16/2026, GSFA Proposal Number 30316-26AQ to be executed by their duly authorized representatives effective as of the Executed Date.

**ACCEPTED AND AGREED TO BY CUSTOMER**

**ACCEPTED AND AGREED TO BY GSFA**

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Signature of Authorized GSFA Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 Turlock Fire Department**

244 N Broadway  
Turlock, CA 95380

**Sales Consultant**

Dewayne Young  
[dewayne@goldenstatefire.com](mailto:dewayne@goldenstatefire.com)  
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
03/16/2026	04/30/2026 at 4:00 PM PST	30316-26BQ	989	Pierce Manufacturing Inc.	HGAC contract FS12-23, Model 23A-110

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 TURLOCK (“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. 107' Velocity Quint Tractor Drawn Aerial	2,519,435.00
B	8.625% State Sales Tax	217,301.27
C	California Tire Fee	14.00
D	<b>GRAND TOTAL PURCHASE PRICE</b>	<b>2,736,750.27</b>

**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 **44 to 47 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 03/16/2025, GSFA Proposal Number 30316-26BQ to be executed by their duly authorized representatives effective as of the Executed Date.

**ACCEPTED AND AGREED TO BY CUSTOMER**

**ACCEPTED AND AGREED TO BY GSFA**

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Signature of Authorized GSFA Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 or provided by GSFA after Manufacturer’s completion of the Product and transportation to GSFA’s premises prior to delivery to Customer, in accordance with the Dealer Supplied Products/Services List and/or a valid Change Order(s).
- d. **“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).
- e. **“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)).
- f. **“GSFA”** means Golden State Fire Apparatus, Inc., a California corporation.
- g. **“Manufacturer”** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- h. **“Party”** or **“Parties”** means GSFA and/or Customer, as applicable.
- i. **“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), if applicable.
- j. **“Product”** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- k. **“Product Proposal”** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- l. **“Product Warranties”** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- m. **“Specifications”** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- n. **“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 any 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 based on the then-estimated time to complete the manufacturing of the Product(s) and for the Product(s) to be ready for inspection and final approval by Customer at the manufacturing facility (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; provided that if Customer is a public agency, the foregoing late fees shall not exceed the statutory limit set forth in Section 926.10 of the California Government Code. 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 or omission 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 prior to such payment, 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) or any Manufacturer Price Increases occurring after the execution of the Agreement which increase 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](http://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 Grand 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 or refusal 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 reasonable 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 reasonable 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 and Dealer Preparation 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 BY GSFA. 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 special, consequential, incidental, indirect 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. Customer Responsible for Post-Delivery Use of Product. Except as expressly provided in Section 7.b above (with respect to remedying non-conforming Products), GSFA shall have no liability for the Product following delivery to Customer. Customer shall be solely responsible for, and 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, arising out of or in connection with Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (except to the extent such losses are caused by any negligence or willful misconduct in connection with GSFA's own operation of the Product (e.g. in connection with servicing or maintenance of the Product)). The provisions of this Section 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.

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 (3<sup>rd</sup>) 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

3/16/2026

**Customer:** Turlock Fire Department  
**Representative** Young, Dewayne  
**Requirements Manager:**  
**Description:** 107' w/pump & Tank Ascendant  
**Chassis:** Velocity Tractor Chassis (Tiller), (Big Block), 2010  
**Body:** Aerial, Tiller, Alum Body

**Bid Number:** 989  
**Job Number:**  
**Organization:** Golden State Fire Apparatus, Inc

OptionCode	Type	Option	ProposalText
0766599		Boiler Plates, Tiller	

Golden State Fire Apparatus, Inc. is pleased to submit a proposal to City of Turlock Fire Department for a **Pierce® Tractor-Drawn Aerial Ladder** 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 110 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 75,000 apparatus. Our Wisconsin facilities have over 1.6 million total square feet of floor space situated on approximately 162 acres of land. Our Bradenton, Florida facilities have 410,000 square feet of floor space situated on approximately 35 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 are 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 D1.1-2025 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2014 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society D1.3 2018 requirements for structural welding of sheet metal. Our flux core arc welding uses Hobart FabCO Excel-Arc 71, AWS A5.20, E71T1C/M 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. Pierce also employs an 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. 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 two (2) 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 at [www.Pierceparts.com](http://www.Pierceparts.com). 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 Golden State Emergency Vehicle Services 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 seventy five (75) 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 \$15,000,000 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 80 personnel dedicated to customer support. Technical support is available 24/7/365 via the toll free hot line and has four (4) on staff EVT's that offer 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.

0018180	Single Source Compliance, Aerials	<b>SINGLE SOURCE MANUFACTURER</b> 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, pump house (including the sheet metal enclosure, valve controls, piping and operators panel) body and aerial device 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	
0624924	SP Unit Similar in Many Aspects	The apparatus being proposed will be designed and built to match the 43739. 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.
0816491	Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	<b>NFPA 2024 STANDARDS</b> 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.
0533349	Aerial Fire Apparatus	
0588612	Vehicle Certification, Aerial w/Pump	

0681278

Agency, Apparatus Certification,  
Aerial w/Pump, 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".

**INSPECTION CERTIFICATE**

A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

Visual structural inspections will be performed on all welds on both aluminum and steel ladders. On critical weld areas, or on any suspected defective area, the following tests will be conducted: Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.

A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.

Ultrasonic inspection will be conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components.

In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit.

**PUMP TEST**

The pump will be tested, approved and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

**GENERATOR TEST**

If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. 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 certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

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.

**AFTERMARKET SUPPORT WEBSITE**

Pierceparts.com will provide Pierce authorized dealer access to comprehensive information pertaining to the maintenance and service of their customer's apparatus. This tool will provide the Pierce authorized dealer the ability to service and support their customers to the best of their ability with factory support at their fingertips.

Pierceparts.com is also accessible to the end user through the guest login. Limited access is available and vehicle specific parts information accessible by entering a specific VIN number. All end users should see their local authorized Pierce dealer for additional support and service. The website will consist of the following screens at the dealer level:

**My Fleet Screen**

The My Fleet screen will provide access to truck detail information on the major components of the vehicle, warranty information, available vehicle photographs, vehicle drawings, sales options, applicable vehicle software downloads, etc.

**Parts Screens**

The Parts screens will provide parts look-up capability of Pierce Manufacturing sourced items, with the aid of digital photographs, part drawings and assembly drawings. The parts search application will permit the searching of parts by item description or function group (major system category). The parts application will provide the ability to submit electronically a parts order, parts quote, or parts return request directly to Pierce Manufacturing for processing.

**Warranty Screen**

The Warranty screens will provide dealers the ability to submit electronically warranty claims directly to Pierce Manufacturing for reimbursement.

**My Reports Screens**

The My Reports screens will provide access to multiple dealer reports to allow the dealership to maintain communication with the customer on the status of orders, claims, and phone contacts.

**Technical Support Screens**

The Technical Support screens will provide access to all currently published Operation and Maintenance and Service Publications. Access to Pierce Manufacturing Service Bulletins and Work Instructions, containing information on current service topics and recommendations will be provided.

**Training**

The Training screens will provide access to upcoming training classes offered by Pierce Manufacturing along with interactive electronic learning modules (Operators Guides) covering the operation of major vehicle components will be provided. Access to training manuals used in Pierce Manufacturing training classes will be provided.

**About Pierce**

Access to customer service articles, corporate news, quarterly newsletters, and key contacts within the Customer Service Department will be provided. The current Customer Service Policy and Procedure Manual, detailing the operation of the Customer Service group will also be accessible.

0620362

Consortium, HGAC

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	<p><b>PERFORMANCE BOND, 1 YEAR</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.</p>
0000007	Approval Drawing	<p><b>APPROVAL DRAWING</b></p> <p>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.</p> <p>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.</p>
0517327	Drawing, As Built, At Delivery a Revised Print w/ Changes	<p><b>FINAL DRAWING</b></p> <p>There will be a revised drawing of the truck with all the changes made during production provided at pickup.</p>
0682087	Drawing, Compartment Layout, Tiller	<p><b>DRAWING, COMPARTMENT LAYOUT</b></p> <p>A basic drawing will be provided for the interior body compartments. This drawing will be provided for graphic representation only and will include such things as shelves, trays, reels, dividers, air control panels, air bottle storage bins, poly boxes, etc.</p>
0002928	Electrical Diagrams	<p><b>ELECTRICAL WIRING DIAGRAMS</b></p> <p>Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.</p>
0564218	Velocity Tractor Chassis (Tiller), (Big Block), 2010	<p><b>VELOCITY CHASSIS</b></p> <p>The Pierce Velocity® 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 and capacity for the intended load to be sustained and the type of service required.</p>
0021007	Maximum Overall Height	<p><b>MAXIMUM OVERALL HEIGHT</b></p> <p>The maximum overall height of the apparatus will be 140.00" (11'-8.00").</p>
0021010	Maximum Overall Length	<p><b>MAXIMUM OVERALL LENGTH</b></p> <p>The maximum overall length of the apparatus will be 732.00" (61'-0").</p>
0523786	Angle of Approach	<p><b>ANGLE OF APPROACH</b></p> <p>The angle of approach will be 15.90 degrees. This will be effective with the truck in a loaded state.</p>
0523787	Angle of Departure	<p><b>ANGLE OF DEPARTURE</b></p> <p>The angle of departure will be 11.9 degrees. This will be effective with the truck in a loaded state.</p>
0000110	Wheelbase	<p><b>WHEELBASE</b></p> <p>The wheelbase of the vehicle will be 173.00".</p>

0000070	GVW Rating	<b>GVW RATING</b> The gross vehicle weight rating will be 76,600 pounds.
0000203	Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel	<b>FRAME</b> 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	
0508849	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	<b>FRONT NON DRIVE AXLE</b> 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 0 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	<b>FRONT SUSPENSION</b> 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/Enf	<b>FRONT SHOCK ABSORBERS</b> KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.
0000322	Oil Seals, Front Axle	<b>FRONT OIL SEALS</b> Oil seals with viewing window will be provided on the front axle.
0899288	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Speed	<b>FRONT TIRES</b> Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor MAX MSA, rated for 22,800 lb maximum axle load and 75 mph maximum speed.
0019618	Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot	The tires will be mounted on Alcoa 22.50" x 13.00" polished aluminum disc type wheels with a ten (10) stud, 11.25" bolt circle.

0000310	Request for Turning Radius Report	<b>TURNING RADIUS REPORT</b> A turning radius analysis of the custom Pierce chassis that we are proposing will be included with this proposal. This analysis will provide information on the inside turning radius, the outside turning radius, the curb to curb turning radius, and the wall to wall turning radius.
0530467	Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel	<b>REAR AXLE</b> The rear axle will be a Meritor™, Model RS-30-185, with a capacity of 31,000 lb.
0818717	Top Speed of Vehicle, 65 MPH/104 KPH, Non-NFPA/ULC 2024	<b>TOP SPEED OF VEHICLE</b> 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 65 mph / 104 kph from the tire manufacturer.
0555352	Suspen, Rear, Hendrickson FMX 312 EX, Air Ride, 31,000 lb	<b>REAR SUSPENSION</b> Rear suspension will be a Hendrickson FMX 312 EX, air ride with a ground rating of 31,000 lb. The suspension will have the following features: Heavy-duty shock absorbers to protect air springs from overextension Heavy-duty torque rods and bushings Premium, heavy-duty rubber bushings require no lubrication Integrated stabilizer design results in greater stability Low spring rate air springs for excellent ride quality Dual height control valves to maintain level vehicle from side to side
0000485	Oil Seals, Rear Axle	<b>REAR OIL SEALS</b> Oil seals will be provided on the rear axle(s).
0539392	Plug, Rear Axle Drain, Magnetic	<b>REAR AXLE DRAIN PLUG</b> The rear axle drain plug will be magnetic.
0798161	Tires, Rear, Goodyear, G751 MSA, 315/80R22.50, LRL, Single, Fire Service Speed R	<b>REAR TIRES</b> Rear tires will be four (4) Goodyear 315/80R22.50 radials with load range L, all position, G751 MSA, rated for 33,080 lb maximum axle load and 75 mph maximum speed.
0889830	Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single, 315 GY	The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.
0568081	Tire Balancing, Counteract Beads	<b>TIRE BALANCE</b> All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.
0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	<b>TIRE PRESSURE MANAGEMENT</b> There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of eight (8) tires. The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi. Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.
0801932	Lug Nut, Covers, Stainless Steel	<b>LUG NUT COVERS</b> Stainless steel lug nut covers will be installed on all lug nuts.

0003245	Axle Hub Covers w/center hole, S/S, Front Axle	<b>FRONT HUB COVERS</b> Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.
0003246	Axle Hub Covers w/center hole, S/S, Tiller Axle	<b>HUB COVERS (Tiller Axle)</b> Stainless steel hub covers will be provided on the tiller trailer axle. An oil level viewing window will be provided.
0001960	Axle Hub Covers, Rear, S/S, High Hat (Pair)	<b>REAR HUB COVERS</b> A pair of stainless steel high hat hub covers will be provided on rear axle hubs.
0002045	Mud Flap, Front and Rear, Pierce Logo	<b>MUD FLAPS</b> Mud flaps with a Pierce logo will be installed behind the front and rear wheels.
0020257	Mud Flap, Tiller Trailer, Pierce Logo	<b>MUD FLAPS</b> Mud flaps will be installed behind the tiller trailer wheels of the apparatus.
0767032	Valve, Extension Stabilizer System, Single Axle	<b>VALVE STEM STABILIZER SYSTEM</b> A valve stem stabilizer system will be provided on the rear inside tires.
0617577	Chocks, Wheel, Worden HWG- SB, Super Gripper	<b>WHEEL CHOCKS</b> There will be two (2) pairs of Worden Safety Products, Model HWG-SB, wheel chocks provided. Heavy Duty, large molded aluminum wheel chock with solid bottom, natural cast aluminum finish.
0646364	Mounting Brackets, Chocks, Worden Safety, Model U815T	<b>Wheel Chock Brackets</b> There will be two (2) pairs of Worden Safety, Model U815T, mounting wheel chock brackets provided. The brackets will be mounted TBD.
0822289	ABS/ATC Wabco Brake System, Single Axle, Tiller, NFPA 1900/ULC	<b>ANTI-LOCK BRAKE SYSTEM</b> The vehicle will be equipped with a Wabco tractor 4S4M and tiller tractor 2S2M anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front, rear tractor axle, and a two (2) channel system on the tiller axle. It will be a digitally controlled system that utilizes microprocessor technology to control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will 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. <b>Automatic Traction Control</b> 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 which 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	<b>BRAKES</b> 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	<b>BRAKE SYSTEM AIR COMPRESSOR</b> The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

0000785	Brake Reservoirs, Three	<p><b>BRAKE SYSTEM</b>  The brake system will include:  Bendix® dual brake treadle valve  Heated automatic moisture ejector on air dryer  Total air system capacity of 4,362 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 valve 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.</p>
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	<p><b>BRAKE SYSTEM AIR DRYER</b>  The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.</p>
0000790	Brake Lines, Nylon	<p><b>BRAKE LINES</b>  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.</p>
0813346	Inlet/Outlet, Air, w/Disconnect Fitting, 1/4 Turn Valve, Location	<p><b>AIR INLET/OUTLET</b>  One (1) air inlet/outlet will be installed with the female coupling located in the driver side lower step well of cab. 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.</p>
0792009	SP Outlet, Air, with shut off valve Recessed, Fill In Blank Feature	<p><b>AIR OUTLET</b>  One (1) air outlet will be installed with a female coupling and shut off valve, located recessed P8 Rear compartment bulkhead, centered up and down, close to the roll up door. . This system will tie into the "wet" tank of the brake system and include an 85 psi pressure protection valve in the outlet line to prevent the brake system from losing all air.  A mating male fitting will be provided with the loose equipment.</p>
0656908	All Wheel Lock-up, Single Prk Brk Control	<p><b>ALL WHEEL LOCK-UP</b>  An all wheel lock-up system will be installed which applies air to the front brakes and uses the spring brake at the rear.  Front brakes will apply with the standard parking brake control.</p>
0658952	Air Tank, Additional for Extra Air Horn Capacity, Velocity Tiller	<p><b>ADDITIONAL AIR TANK</b>  An additional air tank with 1,454 cubic inch displacement will be provided to increase the capacity of the air system. This tank will be dedicated for air horn use.  The air tank will be primed and painted to meet a minimum 750 hour salt spray test. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.  The air tank(s) will be painted same as frame color.  The output flow of the engine air compressor varies with engine RPM. Full compressor output is only achieved at governed engine speed. Engine speed may be limited by generators, pumps and other PTO driven options.</p>
0642617	Air Line, S/S Braid, Air Governor To Air Dryer	<p><b>AIR LINE</b>  The air line from the air compressor governor to the air dryer will be stainless steel braid.</p>
0607839	Fittings, Compression Type, Entire Apparatus, Single Axle Tiller	<p><b>COMPRESSION FITTINGS ONLY</b>  Any nylon hose on the apparatus that is pneumatic will be plumbed with compression type fittings where applicable.</p>

0808499	Engine, Cummins X15, 565 hp, 1850 lb-ft, W/OBD, EPA 2027, Velocity	<p><b>ENGINE</b>  The chassis will be powered by an electronically controlled engine as described below:  Make:  Cummins®  Model:  X15  Power:  565 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.</p>
0811409	Not Required, Engine Contingency Adjustment	
0730808	Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	<p><b>REMOTE MOUNTED ENGINE FILTERS</b>  The engine fuel and oil filters will be remote mounted for ease of maintenance.</p>
0001244	High Idle w/Electronic Engine, Custom	<p><b>HIGH IDLE</b>  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."</p>
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine	<p><b>ENGINE BRAKE</b>  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.</p>
0552334	Clutch, Fan, Air Actuated, Horton Drive Master	<p><b>CLUTCH FAN</b>  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.</p>
0123135	Air Intake, w/Ember separator, Imp/Vel	<p><b>ENGINE AIR INTAKE</b>  An air intake with an ember separator (to prevent road dirt, burning embers, and recirculating hot air from entering the engine) will be mounted at the front of the apparatus, on the passenger side of the engine. The ember separator will be mounted in the air intake with flame retardant, rotomolded polyethylene housing. It will be easily accessible by the hinged access panel at the front of the vehicle.</p>

0814375	Exhaust System, Horizontal, Right Side	<p><b>EXHAUST SYSTEM</b></p> <p>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.</p> <p>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.</p> <p>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.</p>
0787999	Radiator, Impel/Velocity	<p><b>RADIATOR</b></p> <p>The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards.</p> <p>For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. The radiator core will have a minimum frontal area of 1434 square inches. Supply tank made of glass-reinforced nylon and a return tank of cast aluminum alloy will be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions.</p> <p>There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators. The radiator assembly will include an integral de-aeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow 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.</p> <p>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.</p> <p>A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.</p>
0511425	Cooling Hoses, Rubber	<p><b>COOLANT LINES</b></p> <p>Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by the chassis manufacturer.</p> <p>Hose clamps will be stainless steel "constant torque type" to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.</p>
0828627	Fuel Tank, 50 Gallon, Dual Fill, Tractor Chassis	<p><b>FUEL TANK</b></p> <p>A 50 gallon fuel tank will be provided and mounted at rear of 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.</p> <p>A 0.75" drain plug will be provided in a low point of the tank for drainage.</p> <p>Dual fills will be located on the chassis on the vertical portion of the fender skirting area. The inlets will be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only".</p> <p>A 0.50" diameter vent will be provided running from top of tank to just below fuel fill inlet.</p> <p>The tank will meet all FHWA 393.67 requirements, including a fill capacity of 95 percent of tank volume.</p>
0001128	Lines, Fuel, Wire Braided, Reusable Fittings	<p>All fuel lines will be of the wire braided type. Reusable fittings will be provided.</p>
0763582	DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle, Tiller	<p><b>DIESEL EXHAUST FLUID TANK</b></p> <p>A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.</p> <p>A 0.50" drain plug will be provided in a low point of the tank for drainage.</p> <p>A fill inlet will be located on the driver's side of the body and be covered with a hinged polished stainless steel door that is marked "Diesel Exhaust Fluid Only".</p> <p>The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.</p> <p>The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.</p>
0723716	Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	<p><b>FUEL PRIMING PUMP</b></p> <p>A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.</p>
0582243	Shutoff Valves, Fuel Line @ Primary Filter, Cummins	<p><b>FUEL SHUTOFF</b></p> <p>A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.</p>

0553019	Cooler, Engine Fuel, Imp/Vel, SFR/Enf	<b>FUEL COOLER</b> An air to fuel cooler will be installed in the engine fuel return line.
0567427	Fuel Lines, Extended, PAL/Tiller	<b>FUEL LINES</b> The fuel lines for the fuel tank will be approximately 4' longer than standard. This will allow the lines to be coiled above the fuel tank and aid in an easier removal of the fuel tank if necessary.
0578959	Fuel/Water Separator, Racor Inline	<b>FUEL SEPARATOR</b> The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	<b>TRANSMISSION</b> An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided. The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due. 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 an amber light and buzzer will be installed on the cab instrument panel.
0625331	Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	<b>TRANSMISSION SHIFTER</b> A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation. The transmission ratio will be: 1st 3.51 to 1.00 2nd 1.91 to 1.00 3rd 1.43 to 1.00 4th 1.00 to 1.00 5th 0.75 to 1.00 6th 0.64 to 1.00 R 4.80 to 1.00
0684459	Transmission Oil Cooler, Modine, External	<b>TRANSMISSION COOLER</b> 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	<b>TRANSMISSION FLUID</b> The transmission will be provided with TranSynd, or other Allison approved TES-668 heavy duty synthetic transmission fluid.
0001375	Driveline, Spicer 1810	<b>DRIVELINE</b> 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	<b>STEERING</b> 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.
0001544	Not Required, Steering Assist Cylinder on Front Axle	
0509230	Steering Wheel, 4 Spoke without Controls	<b>STEERING WHEEL</b> The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

0690274	Logo/Emblem, on Dash	<p><b>LOGO AND CUSTOMER DESIGNATION ON DASH</b>  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: TURLOCK  The second row of text will be: FIRE  The third row of text will be: DEPARTMENT</p>
0612391	Oil, Steering Gear, 15W40, CK-4	<p><b>STEERING GEAR OIL</b>  15W 40, CK-4 oil will be provided for the steering gear.</p>
0790541	Bumper, 10" Ext, Fab, .25" Steel, Painted, 12" H, Imp/Vel	<p><b>BUMPER</b>  A 1-piece bumper manufactured from 0.25" formed steel with a 0.38" bend radius will be provided. The bumper will be a minimum of 12.00" high with a 1.50" top and bottom flange and extend 10.00" from the face of the cab. The bumper will be 102.00" wide with 45 degree corners. To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel.  The bumper will be metal finished and painted to match the lower job color of the apparatus.  <b>Gravel Pan</b>  A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.  Documentation will be provided, upon request to show that the options selected have been engineered for fit up and approval for this modular bumper extension. A chart will be provided to indicate the option locations and will include but not be limited to the following options: air horns, mechanical sirens, speakers, hose trays with hose capacities, winches, lights, discharge and suction connections.</p>
0510226	Lift & Tow Package, Imp/Vel, AXT	<p><b>LIFT AND TOW MOUNTS</b>  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.</p>
0698960	Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	<p><b>FRONT BUMPER UL-LX COATING</b>  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.</p>

**CAB**

The Velocity cab will be designed specifically for the fire service and will be manufactured by Pierce Manufacturing.

To provide quality at the source and single source customer support, 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 of 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 0.25" heavy wall extrusions joined by a solid A356-T6 aluminum joint casting. The B-pillar and C-pillar will also be constructed from 0.25" heavy wall extrusions. The rear wall will be constructed of two (2) 4.00" x 2.00" outer aluminum extrusions and two (2) 3.00" x 2.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 7.50" x 3.50" x 0.125" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.75" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.25" thick firewall, covered with a 0.125" front skin (for a total thickness of 0.38"), and reinforced with 24.50" wide x 10.00" deep x 0.50" thick supports on each side of the engine tunnel. The cross-cab support will be welded to the A-pillar, 0.25" firewall, and engine tunnel, on the left and right sides.

The cab floors will be constructed of 0.1875" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.44" of structural material at the front floor area. The front floor area will also be supported with three (3) 0.50" plates bolted together that also provides the mounting point for the cab lift. This tubing will run from the front of the cab to the 0.1875" thick engine tunnel, creating the structure to support the forces created when lifting the cab.

The cab will be a full-tilt style. A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

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 centerline of front axle to the rear of the cab will be 60.00" long.

The overall height (from the cab roof to the ground) will be approximately 102.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, 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 cab will have an interior width of not less than 93.50". The driver and passenger seating positions will have a minimum 24.00" clear width at knee level.

To reduce injuries to occupants in the seated positions, proper head clearance will be provided. The floor-to-ceiling height inside the forward cab will be no less than 60.25". The floor-to-ceiling height inside the crew cab will be no less than 52.95" in the center position and 58.75" in the outboard positions.

The crew cab will measure a minimum of 47.50" from the rear wall to the backside of the engine tunnel (knee level) for optimal occupant legroom.

**FENDER LINERS**

Full-circular, aluminum inner fender liners in the wheel wells will be provided.

**PANORAMIC WINDSHIELD**

A one (1)-piece, safety glass windshield with more than 2,802 square inches of clear viewing area will be provided. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: the outer light, the middle safety laminate, and the inner light. The 0.114" thick 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 a washer, in conformance with FMVSS and SAE requirements, will be provided. The wiper blades will be 21.65" long and together will clear a minimum of 1,783 square inches of the windshield for maximum visibility in inclement weather. The windshield washer fluid reservoir will be located at the front of the vehicle and be accessible through the access hood for simple maintenance.

**FAST SERVICE ACCESS FRONT TILT HOOD**

A full-width access hood will be provided for convenient access to engine coolant, steering fluid, wiper fluid, cab lift controls, headlight power modules, and ember separator. The hood will also provide complete access to the windshield wiper motor and components. The hood will be contoured to provide a sleek, automotive appearance. The hood will be constructed of two (2) fiberglass panels bonded together and will include reinforcing ribs for structural integrity. The hood will include air cylinders to hold the hood in open and closed positions, and a heavy duty latch system that will meet FMVSS 113 (Hood Latch System). The spring-loaded hood latch will be located at the center of the hood with a double-action release lever located behind the Pierce logo. The two (2)-step release requires the lever first be pulled to the driver side until the hood releases from the first latch (primary latch) then to the passenger side to fully release the hood (secondary latch).

**ENGINE TUNNEL**

To provide structural strength, the engine tunnel sidewalls will be constructed of 0.50" aluminum plate that is welded to both the 0.25" firewall and 0.38" heavy wall extrusion under the crew cab floor. To maximize occupant space, the top edges will be tapered.

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.

0818272	Cab Insulation, Extreme Climate, Foil Insulation, Impel/Velocity	<b>INSULATION PACKAGE</b> All insulation utilized in the cab construction will be provided for extreme climate temperatures. The insulation will be provided in the following areas: Engine tunnel Cab and crew cab floors Cab and crew cab step wells Cab and crew cab doors Cab roof Cab and crew cab walls
0677478	Rear Wall, Exterior, Cab, Aluminum Treadplate	<b>CAB REAR WALL EXTERIOR COVERING</b> 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.
0897669	SP Cab Lift, Elec/Hyd, w/Manual Override, Batt Swtich, Imp/Vel	<b>CAB LIFT</b> A hydraulic cab lift system will be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves. The hydraulic pump will have a backup manual override, for use in the event of an electrical failure. The cab lift controls will be located at the driver side front of the cab, easily accessible under the full width front access hood. The controls will include a permanently mounted raise/lower switch. For enhanced visibility during cab tilt operations, a remote control tether with on/off switch will be supplied on a coiled cord that will extend from 2.00' (coiled) to 6.00' (extended). The cab will be capable of tilting 42 degrees and 80 degrees with crane assist to accommodate engine maintenance and removal. The cab pivots will be located 46.00" apart to provide stability while tilting the cab. The rear of the cab will be locked down by a two (2)-point, automatic, hydraulic, double hook mechanism that fully engages after the cab has been lowered (self-locking). The dual 2.25" diameter hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position. For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered. <b>Cab Lift Interlock</b> The cab lift safety system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the battery switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.
0751126	Grille, Bright Finished, Painted Mesh Screen, Front of Cab, Impel/Velocity	<b>GRILLE</b> An aluminum mesh grille screen, inserted behind a formed bright finished grille surround, will be provided on the front center of the cab, and will serve as an air intake to the radiator. The mesh screen will be painted black #101.
0002224	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	<b>DOOR JAMB SCUFFPLATES</b> All cab door jambs will be furnished with a 1.00" polished stainless steel scuffplate, mounted on the striker side of the jamb.
0012226	Scuffplates, S/S Corner Guard, Polished, Rear Cab Corners	<b>SCUFFPLATES, REAR CAB CORNER GUARDS</b> Both rear cab corners will be furnished with a full height, polished stainless steel corner guard scuffplate. The guard will extend 1.00" from the corner to protect paint from damage when pulling items (such as booster hose) around the cab.
0527032	Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	<b>FRONT CAB TRIM</b> A band of 22 gauge polished stainless steel trim will be installed across the front of the cab, from door hinge to door hinge. The trim band will be centered on the head lights and applied with two (2)-sided tape. A 0.625" self adhesive trim strip will be applied around the perimeter of the trim band. There will be polished stainless steel corner covers provided over the painted cab corner where the cab turn signals are located.
0015440	No Chrome Molding, On side of cab	
0783530	SP Mirrors, Ramco, 8000PCHR, All Heated/Remote, w/Convex, Dr Mnt, Add Wiring	<b>MIRRORS</b> One (1) Ramco, Model 8000-PCHR, polished aluminum mirror will be mounted on each of the cab doors. The mirrors will be 9.25" wide x 13.50" high with a convex section. <b>The mirror head will have a highly polished aluminum finish.</b> <b>The flat glass in each mirror will be heated and adjustable, with remote controls that are convenient to the driver.</b> <b>The convex section in each mirror will be heated and adjustable, with remote controls that are convenient to the driver.</b> <b>For ease of maintenance each mirror will be provided with an additional 6.00" of wiring for service needs.</b>

0651321	Door, Full Height, Velocity FR 4-Door Cab, Level Roof	<p><b>CAB DOORS</b></p> <p>To enhance entry and egress to the cab, the forward cab doors will be a minimum of 43.59" wide x 76.46" 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 doors will measure a minimum of 37.87" wide x 76.46" high.</p> <p>The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.125". The exterior door skins will be constructed from 0.090" aluminum. The forward cab door windows will include a 7.50" high x 10.00" wide drop area at the front to enhance visibility.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>A 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.</p> <p>A chrome grab handle will be provided on the inside of each cab and crew cab door.</p> <p>A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.</p> <p>The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.</p>
0655511	Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	<p><b>Door Panels</b></p> <p>The inner cab door panels will be constructed out of brushed stainless steel. The cab door panels will be removable.</p>
0795698	Storage Pockets w/ Elastic Cover, Recessed, Locations, Impel/Velocity FR	<p><b>RECESSED POCKET WITH ELASTIC COVER</b></p> <p>To provide organized storage (clutter control) in the cab for miscellaneous equipment, the cab interior will be provided with recessed storage pockets. The pockets will be 5.63" wide x 2.00" high and 6.24". The pockets will be provided with a perforated elastic material cover to secure the equipment in the pocket. The pockets will be installed RS Lower dash, Location 14 on IP drawing. Match 38759, as indicated on the instrument panel layout.</p>
0825970	SP Controls, Electric Windows, All Cab Doors, Impel/Velocity FR, Pnl 8	<p><b>ELECTRIC WINDOW CONTROLS</b></p> <p>Each cab entry door will be equipped with an electrically operated tempered glass window. A window control panel will be located on the door panel within easy reach of the respective occupant. 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. The switch panel number 8 will contain a control switch for each cab and crew cab door's window. All other door control panels will contain a single switch to operate the window within that door.</p> <p>The window switches will be connected directly to the battery power. This allows the windows to be raised and lowered when the battery switch is in the off position.</p>
0662776	Electric Door Locks, Cab Doors, Conceal Switch Feature, Imp/Vel	<p><b>ELECTRIC CAB DOOR LOCKS</b></p> <p>The front driver and passenger doors will have a door lock master switch (custom designed rotary lock knob) built into the interior door latch that will control all front and rear side exit door locks. Each rear cab door will have its own lock control. Each door will have a keyed exterior lock mechanism built into the door handle assembly.</p> <p>There will be one (1) concealed switch located Switch to be located on LS pump panel switch panel. .</p> <p>The lock system will include two (2) key FOBs that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.</p>
0555485	Steps, 4-Door Full Tilt Cab, Imp/Vel	<p><b>CAB STEPS</b></p> <p>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 31.00" wide, and the crew cab steps will be 24.25" wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps.</p>
0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	<p><b>CAB EXTERIOR HANDRAILS</b></p> <p>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 white LED lights. The lights will be activated when the parking brake is applied. The LED lights may be load managed.</p>

0892637	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	<p><b>STEP LIGHTS</b>  There will be four (4) white P25 LED step lights provided. The lights will be installed at each cab and crew cab door, one (1) per step. The lights will be located in the driver side front doorstep, driver side crew cab doorstep, passenger side front doorstep and passenger side crew cab doorstep.  In order to ensure exceptional illumination, each 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 light(s) will have a chrome housing.  The lights will be activated when the adjacent door is opened.</p>
0002140	Fenders, S/S on Cab	<p><b>FENDER CROWNS</b>  Stainless steel fender crowns will be installed at the cab wheel openings.</p>
0825060	Tractor 5th Wheel and Fenders, Single	<p><b>FIFTH WHEEL</b>  The fifth wheel will be designed to allow the tiller trailer to pivot fore and aft and be rotated. The fifth wheel will also be capable of full operation up to a 14 degree break over angle.  A fill and a gauge port will be provided on the top of the trailer goose neck for maintenance.</p> <p><b>LOCKOUT</b>  A fifth wheel lockout system will be provided to limit motion during aerial operations. The fifth wheel lockout system, when activated, will prevent movement between the upper and lower plates of the fifth wheel assembly.  In the normal road travel condition, the cylinder mounted solenoid valves will be open and will allow transfer of oil between the front and rear pair of cylinders.  When the stabilizers are in their proper supporting position and as the aerial leaves the boom support, the solenoid valves will close.  The closed valves will allow no oil to be transferred and the fifth wheel assembly will become rigid.  There will be a cylinder lockout indicator located in the cab.</p> <p><b>FENDER PANELS</b>  The chassis behind the cab will be assembled with fender panels over the wheels.  The fender panels will be fabricated of 0.125"-5052 aluminum with a 38,000 psi tensile strength.  Fender design will be provided for prevention of rust pockets and ease of maintenance.</p> <p><b>FENDER CROWNS</b>  Stainless steel fender crowns will be provided around the rear wheel openings.  A rubber welting will be provided between the body and the crown to seal the seam and restrict moisture from entering.  A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.</p> <p><b>WALKWAY</b>  The area over the frame rails between the cab and fifth wheel will be covered with aluminum treadplate to serve as a walkway area.  The walkway area will be properly reinforced with a steel substructure attached to the frame rails.</p> <p><b>RUNNING BOARDS</b>  Running boards will be installed on each side directly behind the cab for access to the walkway area behind the cab and the turntable.  The running boards will be covered with aluminum treadplate.</p>
0592071	No Windows, Side of Crew Cab, Vel/Imp	
0568605	Not Required, Interior Trim, No Cab Side Windows	
0509286	Not Required, Windows Rear of Crew Cab, Imp/Vel	
0558334	Not Required, Trim, Cab Rear Windows, No Rear Windows	
0887710	Window Coatings, Solar Film, Cab/Crew Cab	<p><b>WINDOW COATINGS</b>  All cab and crew cab windows will have solar window film applied. The solar film will block UV rays and excess heat while not impacting the visibility or clarity of the window.</p>
0816708	Tubes, Alum, Pike Pole Storage	<p><b>PIKE POLE STORAGE</b>  Aluminum tubing will be used for the storage of three (3) pike pole(s) with 1.38" notch, to accommodate a New York style pike pole. The tubing will be located Transverse Hydraulic Reservoir compartment behind cab. The tubing will be accessed from the Two (2) with RS deployment of Tool One (1) with LS deployment of tool.  The size and brand of the pike poles stored will be New York Hook - RH9 - Pry end.</p>
0123686	Drip Rail, Cab Roof, Impel/Veloccity/Velocity SLT	<p><b>CAB ROOF DRIP RAIL</b>  For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be constructed of bright polished extruded aluminum, and be bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.</p>

0199285	Visor, Exterior, Vel/Imp	<p><b>EXTERIOR VISOR</b> The exterior sun visor will be a painted composite to match the job color. The five (5) forward facing marker lights will be mounted to the visor.</p>
0644019	Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each	<p><b>CUP HOLDER</b> There will be four (4) cup holder(s) provided. Each cup holder will be 4.00" in diameter x 4.00" high. An approximate 1.00" wide recess in the cup holder will allow it to hold beverage containers with handles. Black rubber matting will be provided on the bottom of each cup holder. The cup holder(s) will be painted to match the cab interior and located Mount at Pick-up.</p>
0629017	Work Surface, 3/16" Alum, Full Eng Tnl, Flat, Lower Rear, Rear Lip, Vel/Imp FR	<p><b>WORK SURFACE</b> There will be a work surface provided on the engine tunnel. The work surface will cover the entire engine tunnel and will be constructed of 0.188" aluminum to allow the mounting of equipment. The work surface will continue horizontally to the flat portion at the rear of the engine tunnel. The work surface will drop to the lower flat portion of the engine tunnel and finish at the end of the engine tunnel. The lower portion of the work surface will be provided with a 3.00" lip. The work surface will be painted to match the cab interior.</p>
0745931	Modification, Reinforcement, Officer's Side Recessed Dash, Imp/Vel	<p><b>MODIFICATION/REINFORCEMENT OF OFFICER'S DASH</b> The area under the officer's side dash will be reinforced with an aluminum plate for a more rigid mounting for the customer's computer mount. The plate will be painted to match the cab interior.</p>
0748671	Cab Interior, Vinyl, Velocity FR, CARE	<p><b>CAB INTERIOR</b> With safety as the primary objective, the wrap-around style cab instrument panel will be designed with unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road. The center console will be a high impact ABS polymer and will be easily removable. The passenger side dashboard will be constructed of painted aluminum for durability and low maintenance. For enhanced versatility, the passenger side dash will include a flat working surface. To provide optional (service friendly) control panels, switches and storage modules, a painted aluminum overhead console will also be provided. To complete the cab front interior design, painted aluminum modesty panels will be provided under the dash on both sides of the cab. The driver side modesty panel will provide mounting for the battery switch and diagnostic connectors, while the passenger side modesty panel provides a glove box, and ground access to the main electrical distribution panel via quick quarter turn fasteners. To provide a deluxe automotive interior, the engine tunnel, side walls and rear wall will be covered by a leather grain vinyl that is resistant to oil, grease, and mildew. The headliner will be installed in both forward and rear cab sections. The headliner panel will be a composition of an aluminum panel covered with a sound barrier and upholstery. The cab structure will include designated raceways for electrical harness routing from the front of the cab to the rear upper portion of the cab. Raceways will be extruded in the forward door frame, floor, walls and overhead in the area where the walls meet the ceiling. The raceways located in the floor will be covered by aluminum extrusion, while the vertical and overhead raceways will be covered by painted aluminum covers. The raceways will improve harness integrity by providing a continuous harness path that eliminates wire chafing and abrasion associated with exposed wiring or routing through drilled metal holes. Harnesses will be laid in place.</p> <p><b>CAB INTERIOR UPHOLSTERY</b> The cab interior upholstery will be 36 oz dark silver gray vinyl. All cab interior materials will meet FMVSS 302 (flammability of interior materials).</p>
0667943	Cab Interior, Paint Color, Impel/Velocity FR	<p><b>CAB INTERIOR PAINT</b> The following metal surfaces will be painted black, vinyl textured paint: Modesty panel in front of driver Vertical surface of dash in front of the officer (not applicable for recessed dash) Glove box in front of the officer (if applicable) Power distribution in front of the officer Rear heater vent panels The remaining cab interior metal surfaces will be painted fire smoke gray, vinyl texture paint.</p>
0509532	Floor, Rubber Padded Cab & Crew Cab, Imp/Vel	<p><b>CAB FLOOR</b> 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.</p>

**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 will be directed towards the left side cab window

One (1) adjustable will be directed towards the right side cab window

Six (6) fixed outlets will be 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 no auxiliary heater provided in the rear facing seat risers.

**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 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) will be directed towards the seating position on the left side of the cab

Four (4) will be 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:

Five (5) will be 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 secured with four (4) screws.

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.

**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.

The drain tubes will terminate under the cab, on the inboard side of the front wheelwells.

0627910

Sun Visor, Vinyl/Fabric, Imp/Vel

**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 polished stainless steel bracket provided to help secure each sun visor in the stowed position.

0548173

Grab Handles, Driver and Passenger  
Door Post, Imp/Vel**GRAB HANDLE**

A black rubber covered grab handle will be mounted on the door post of the driver side and passenger side cab door to assist in entering the cab. 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.

0122516

Fluid Check Access, Imp/Vel

**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 door will be flush with the wall of the engine tunnel.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. An additional port will be provided for filling the engine oil.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.

0002501	Map box, 4 bin/30 Deg Slant, Custom Chassis	<p><b>MAP BOX</b></p> <p>A map box with four (4) bins, open from top, will be installed Mount at Pick-up. The map box will be divided into four (4) bins, each being 12.50" wide x 2.25" high x 12.00" deep. Each bin will slant 30 degrees from horizontal. The map box will be constructed of .125" aluminum and will be painted to match the cab interior.</p>
0828042	Side Roll and Frontal Impact Protection, SRS	<p><b>CAB SAFETY SYSTEM</b></p> <p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.</p> <p>Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.</p> <p>Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event (with the exception of command chairs located in the command cab).</p> <p><b>Frontal Impact Protection</b></p> <p>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.</p> <p>The SRS system will deploy the following components in the event of a frontal or oblique impact event:</p> <ul style="list-style-type: none"> <li>Driver side front air bag</li> <li>Passenger side knee bolster air bag</li> <li>Air curtains mounted in the outboard bolster of outboard seat backs</li> <li>Suspension seats will be retracted to the lowest travel position</li> <li>Seat belts will be pre-tensioned to firmly hold the occupant in place</li> </ul> <p><b>Side Roll Protection</b></p> <p>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.</p> <p>The SRS system will deploy the following components in the event of a side roll:</p> <ul style="list-style-type: none"> <li>Air curtains mounted in the outboard bolster of outboard seat backs</li> <li>Suspension seats will be retracted to the lowest travel position</li> <li>Seat belts will be pre-tensioned to firmly hold the occupant in place</li> </ul>
0622618	Seating Capacity, 5 Belted Seats	<p><b>SEATING CAPACITY</b></p> <p>The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be five (5).</p>
0697005	Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	<p><b>DRIVER SEAT</b></p> <p>A Pierce PS6® seat will be provided in the cab for the driver. The seat design will be a cam action type with air suspension. For increased convenience, the seat will include electric controls to adjust the rake (15 degrees), height (1.75" travel) and horizontal (7.00" travel) position. Electric controls will be located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 20 degrees back to 45 degrees forward. Providing for maximum comfort, the seat back will be a high back style with manual lumbar adjustment lever, for lower back support, and will include minimum 7.50" deep side bolster pads for maximum support. The lumbar adjustment lever will be easily located at the lower outboard position of the seat cushion. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control).</p> <p>The seat will include the following features incorporated into the side roll protection system:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.</li> </ul>

0696996	Seat, Officer, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	<b>OFFICER SEAT</b>	<p>A Pierce PS6® seat will be provided in the cab for the officer. The seat will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple passenger configurations, the seat will have a reclining back adjustable from 20 degrees back to 0 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat 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.</p> <p>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.</p> <p>A suspension seat safety system will be included. When activated this system will pretension the seat belt and retract the seat to its lowest travel position.</p> <p>The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.</p>
0002517	Not Required, Radio Compartment		
0765826	SP Cabinet, Rear Facing, LS, 30.5 W x 30 H x 24 D, Ext Acc Only, Imp/Vel	<b>REAR FACING LEFT SIDE CABINET</b>	<p>A rear facing cabinet will be provided in the crew cab at the left side outboard position with exterior access.</p> <p>The cabinet will be 30.50" wide x 30.00" high x 24.00" deep.</p> <p>The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lipped to match the cab interior.</p> <p>The cabinet will include no louvers.</p> <p>The cabinet will provide exterior access only 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 clear door opening will 19.50" wide x 27.50" high.</p> <p>The exterior access will be provided with no scuffplate on the lower door frame.</p> <p>The cabinet will be constructed of smooth aluminum and painted to match the cab interior.</p> <p><b>Cabinet Light</b></p> <p>There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening and 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.</p>
0102783	Not Required, Seat, Rr Facing C/C, Center		
0815943	SP Cabinet, Rear Facing, RS, 26.5 W x 30 H x 21.5 D, Ext Acc Only, Sp Mtg, Imp/Vel	<b>REAR FACING RIGHT SIDE CABINET</b>	<p>A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be mounted off the edge of the seat riser.</p> <p>The cabinet will be 26.50" wide x 30.00" high x 21.50" deep.</p> <p>The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lipped to match the cab interior.</p> <p>The cabinet will include no louvers.</p> <p>The cabinet will only 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 19.50" wide x 27.50" high. The door will be located on the side of the cab over the wheelwell.</p> <p>The exterior access will be provided with no scuffplate on the lower door frame.</p> <p>The cabinet will be constructed of smooth aluminum and painted to match the cab interior.</p> <p><b>Cabinet Light</b></p> <p>There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening and 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.</p>
0108189	Not Required, Seat, Forward Facing C/C, LS Outboard		
0698519	Seat, Fwd Fcng C/C, Ctr, (2) Pierce PS6, Premium, Hi-Back, Foldup, Safety, SECONDARY	<b>FORWARD FACING CENTER SEATS</b>	<p>There will be two (2) forward facing, Pierce PS6® seats provided at the center position in the crew cab. The seat back will be a high back style with 7.5 degree fixed recline angle, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seats will be provided with 17.00" deep, foldup, dual density foam cushions designed with EVC (elastomeric vibration control). 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.</p> <p>The seats will include the following feature incorporated into the side roll protection system: 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.</p> <p>The seats will be furnished with a 3-point, shoulder type seat belt. The seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.</p>

0108190	Not Required, Seat, Forward Facing C/C, RS Outboard	
0617410	Matting, Turtle Tile, EMS Compt, Shelving, 0.75" Thick	<b>MATTING IN EMS COMPARTMENT</b> Turtle Tile vinyl matting will be provided in two (2) EMS compartment shelves, Fwd Facing Cabinets in Crew Cab. 1) in lower Compt. and 1) in Upper Compt.. Tile color will be black.
0746506	Lip, Top of Interior Cabinet, All Sides, 2nd	<b>LIP ON CABINET</b> There will be a 1.00" lip provided around the top perimeter of the cabinet. There will NOT be anything stored on the top portion without restraints There will be two (2) cabinets(s) provided with the lip On top of LS & RS EMS Cabinets.
0752005	Lip, Top of Interior Cabinet, All Sides	<b>LIP ON CABINET</b> There will be a 1.00" lip provided around the top perimeter of the cabinet. There will NOT be anything stored on the top portion without restraints. There will be one (1) cabinets(s) provided with the lip One (1) on Engine Tunnel Work surface, Match 38759.
0820412	Fasteners, Mechanical, Strip Lighting, Cab Compartments	<b>BRACKETS/CLAMPS FOR COMPARTMENT LIGHTS</b> Metal clamps will be used to retain the strip lighting in all cab compartments.
0766467	Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	<b>SEAT UPHOLSTERY</b> All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab and tiller cab (if applicable) will have four (4) seating positions.
0511471	No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, SFR/Enf	
0639023	Driver Seat Hooked to Battery Switched IPO Ignition Switched	<b>DRIVER SEAT POWER</b> The driver seat power for the adjustability will be powered when the master battery switch is turned on in place of the standard ignition switched.
0734952	Door, Access, Front, (2) Rear Facing Seat Risers, No Heater	<b>ACCESS DOOR</b> An access door will be provided in the front edge of each rear facing seat riser with a drop down door. The drop down door will be provided with a Southco C2 chrome raised trigger lever latch and painted to match the cab interior. There will be no louvers.
0603867	Seat Belt, ReadyReach	<b>SEAT BELTS</b> All seating positions in the cab, crew cab and tiller cab (if applicable) 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 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.
0604867	Seat Belt Height Adjustment, 4 Seats, Imp/Vel	<b>SHOULDER HARNESS HEIGHT ADJUSTMENT</b> All seating positions furnished with 3-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. A total of four (4) seating positions will have the adjustable shoulder harness.
0627014	Pick Not Required, Seat Belt Color Selected in Seat Belt Category	
0817557	Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	<b>HELMET STORAGE PROVIDED BY FIRE DEPARTMENT</b> NFPA 1900, 2024 edition, section 11.1.8.4.1 and CAN/ULC 515:2024 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	<p><b>CAB DOME LIGHTS</b></p> <p>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.</p> <p>The color of the LED's will be red and white.</p> <p>The white LED's will be controlled by the door switches and the lens switch.</p> <p>The color LED's will be controlled by the lens switch.</p> <p>All dome lights on the apparatus will be illuminated per the current edition of applicable NFPA standards per seating position.</p>
0652881	Lights, Dome, FRP Dual LED	<p><b>ADDITIONAL DOME LIGHTS</b></p> <p>There will be one (1) dual LED dome light(s) with grey bezel(s) mounted in the cab and/or crew cab located (additional light) should be centered in cab ceiling in front of forward facing cabinet in crew cab area.</p> <p>The color of the LED's will be red and white.</p> <p>The white LED(s) will be controlled by the door switches and the lens switch.</p> <p>The color LED(s) will be controlled by the lens switch.</p> <p>All dome lights on the apparatus will be illuminated per the current edition of applicable NFPA standards per seating position.</p> <p>The light(s) may be load managed when the parking brake is applied.</p>
0896451	Enhanced Software for Cab and Crew Cab Dome Lts	<p><b>ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS</b></p> <p>The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed.</p> <p>The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.</p>
0628472	Light, Map, Overhead, Peterson M371S LED, Rectangular w/Switch 2lts	<p><b>OVERHEAD MAP LIGHTS</b></p> <p>There will be two (2) Peterson, Model M371S, rectangular LED adjustable map lights installed in the cab:</p> <p>One (1) overhead in front of the driving position.</p> <p>One (1) overhead in front of the passenger's position.</p> <p>Each light will include a switch on the light housing.</p> <p>The light switches will be connected directly to the battery switched power.</p>
0727540	Spotlight, Golight/RadioRay, Model 20**4GT, LED, 1 Lt	<p><b>CAB SPOTLIGHT</b></p> <p>There will be one (1) Golight/RadioRay®, Model 20**4GT, black LED spotlight located on the cab roof, Centered on Roof Behind Lightbar and ahead of HVAC condenser. Option 641379 has been added to bid to create needed space. The spotlight will be mounted on a painted Z bracket. This light may be load managed when the parking brake is applied.</p>
0650074	Controller, Spotlight, Golight, Wired Dash Mt, 1 Lt	<p><b>Spotlight Controller</b></p> <p>There will be one (1) wired dash mounted remote provided for the spotlight.</p>
0649964	Location, Spotlight Controller, Officer's Side	<p><b>SPOTLIGHT CONTROLLER LOCATION</b></p> <p>The remote to control each spotlight will be located within reach of the officer.</p>
0804719	Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	<p><b>HAND HELD LIGHT</b></p> <p>There will be four (4) Streamlight, Fire Vulcan, Model #44451, hand lights provided with a vehicle mount with 12VDC direct wire charging rack and quick release buckle strap mounted two (2) Mounted per Worksurface layout drawing. (Match 38759), One (1) On center Crew Cabinet (location TBD) and One (1) In RS1 (Location TBD)cab.</p> <p>Each light housing will be orange in color and be provided with a C4, LED and two (2) "ultra bright blue tail light LEDs". The tail light LEDs will have a dual mode of blinking or steady.</p>
0568369	Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	<p><b>CAB INSTRUMENTATION</b></p> <p>The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of 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 directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership.</p> <p><b>Gauges</b></p> <p>The gauge panel will include the following ten (10) ivory gauges with chrome bezels to monitor vehicle performance:</p> <ul style="list-style-type: none"> <li><b>Voltmeter gauge (Volts)</b></li> <li><b>Low volts (11.8 VDC)</b></li> <li><b>Amber indicator on gauge assembly with alarm</b></li> <li><b>High volts (15 VDC)</b></li> <li><b>Amber indicator on gauge assembly with alarm</b></li> <li><b>Very low volts (11.3 VDC)</b></li> <li><b>Amber indicator on gauge assembly with alarm</b></li> <li><b>Very high volts (16 VDC)</b></li> <li><b>Amber indicator on gauge assembly with alarm</b></li> </ul>

Tachometer (RPM)  
 Speedometer (Primary (outside) MPH, Secondary (inside) Km/H)  
 Fuel level gauge (Empty - Full in fractions)  
 Low fuel (1/8 full)  
 Amber indicator on gauge assembly with alarm  
 Very low fuel (1/32) fuel  
 Amber indicator on gauge assembly with alarm  
 Engine oil pressure gauge (PSI)  
 Low oil pressure to activate engine warning lights and alarms  
 Red indicator on gauge assembly with alarm  
 Front air pressure gauge (PSI)  
 Low air pressure to activate warning lights and alarm  
 Red indicator on gauge assembly with alarm  
 Rear air pressure gauge (PSI)  
 Low air pressure to activate warning lights and alarm  
 Red indicator on gauge assembly with alarm  
 Transmission oil temperature gauge (Fahrenheit)  
 High transmission oil temperature activates warning lights and alarm  
 Amber indicator on gauge assembly with alarm  
 Engine coolant temperature gauge (Fahrenheit)  
 High engine temperature activates an engine warning light and alarm  
 Red indicator on gauge assembly with alarm  
 Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions)  
 Low fluid (1/8 full)  
 Amber indicator on gauge assembly with alarm  
 All gauges and gauge indicators will perform prove out at initial power-up to ensure proper performance.

**Indicator Lamps**

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. 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)
- SRS (supplemental restraint system) fault (where applicable)
- DEF (low diesel exhaust fluid level)

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 3 to 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**

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.

Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active. Pressing the switch again disables the emergency master mode.

Headlight / Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking lights and the headlights. The second switch position will activate the parking lights. The third switch position will activate the headlights.

Panel backlighting intensity control switch: A three (3)-position momentary rocker switch

will be provided. The first switch position decreases the panel backlighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the backlighting intensity. The third switch position increases the panel backlighting intensity to a maximum level as the switch is held.

The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications. High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position. The second switch position will activate and deactivate the high idle function when pressed and released. 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.

The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for 3 to 5 seconds. A green indicator lamp will be activated with vehicle ignition.

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.

4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

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.

#### 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 overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to four (4) switch panels in the overhead console on the officer's side and up to two (2) switch panels in the engine tunnel console facing the officer. All switches will have backlit labels for low light applications.

#### 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

SRS diagnostic port (where applicable)

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, 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, Enf MUX

#### AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

0606017	SP Light, Do Not Move Apparatus, Wln VTX609R Red LED 2lts, DS PS Indicator	<p><b>"DO NOT MOVE APPARATUS" INDICATOR</b></p> <p>There will be two (2) Whelen, Model VTX609R, red LED indicator lights with chrome trim located in the driving compartment. The lights will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."</p> <p>One (1) light will be installed over the driver's position.</p> <p>One (1) light will be installed over the passenger's position in the cab.</p> <p>One light will indicate the status of the doors on the driver's side of the apparatus and one light will indicate the status of the doors on the passenger's side and rear of apparatus.</p> <p>All other items that activate the "Do Not Move Truck" indicator light will activate both flashing red indicator lights.</p> <p>The same circuit that activates the Do Not Move Apparatus indicator will activate a steady tone alarm when the parking brake is released.</p>
0509042	Messages, Open Dr/DNMT, Color Dsply,	<p><b>DO NOT MOVE TRUCK MESSAGES</b></p> <p>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).</p> <p>The following messages will be displayed (where applicable):</p> <ul style="list-style-type: none"> <li>Do Not Move Truck</li> <li>DS Cab Door Open (Driver Side Cab Door Open)</li> <li>PS Cab Door Open (Passenger's Side Cab Door Open)</li> <li>DS Crew Cab Door Open (Driver Side Crew Cab Door Open)</li> <li>PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)</li> <li>DS Body Door Open (Driver Side Body Door Open)</li> <li>PS Body Door Open (Passenger's Side Body Door Open)</li> <li>Rear Body Door Open</li> <li>DS Ladder Rack Down (Driver Side Ladder Rack Down)</li> <li>PS Ladder Rack Down (Passenger Side Ladder Rack Down)</li> <li>Deck Gun Not Stowed</li> <li>Lt Tower Not Stowed (Light Tower Not Stowed)</li> <li>Fold Tank Not Stowed (Fold-A-Tank Not Stowed)</li> <li>Aerial Not Stowed (Aerial Device Not Stowed)</li> <li>Stabilizer Not Stowed</li> <li>Steps Not Stowed</li> <li>Handrail Not Stowed</li> </ul> <p>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.</p>
0611681	Switching, Cab, Membrane, Impel/Velocity, AXT WiFi MUX	<p><b>SWITCH PANELS</b></p> <p>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. Documentation will be provided by the manufacturer indicating the rated cycle life of the switches. The switch panel(s) will be located in the overhead position above the windshield on the driver side overhead to allow for easy access. 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.</p> <p>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.</p>
0555915	Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	<p><b>WIPER CONTROL</b></p> <p>For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.</p>
0002565	Hourmeter, Aerial Inside Cab	<p><b>HOURLMETER - AERIAL DEVICE</b></p> <p>An hourmeter for the aerial device will be provided and located within the cab display or instrument panel.</p>
0002615	Switch, Aerial 12V Master	<p><b>AERIAL MASTER</b></p> <p>There will be a master switch for the aerial operating electrical system provided.</p>
0770696	Aerial PTO Activated with Aerial Master Sw	<p><b>AERIAL PTO ACTIVATION</b></p> <p>The aerial PTO will be activated when the aerial master switch is activated and the interlocks are met.</p>

0834413	USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir. NFPA1900/ULC	<p><b>CAB USB</b></p> <p>There will be four (4) USB terminations with a combination USB type A &amp; C, wired to battery direct power, and provided per the following:</p> <p>One (1) within reach of the driver</p> <p>One (1) within reach of the passenger</p> <p>Two (2) on the rear of the engine tunnel, one (1) each side.</p> <p>Battery direct loads cannot be load managed.</p>
0821239	Wiring, Spare, 20 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 2nd NFPA1900/ULC	<p><b>SPARE CIRCUIT</b></p> <p>There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features:</p> <p>The positive wire will be connected directly to the battery power.</p> <p>The negative wire will be connected to ground.</p> <p>Wires will be capable of carrying 20 amps.</p> <p>Power and ground will terminate in LS1 of the trailer body, Match 30972, front bulkhead. Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.</p> <p>Wires will be protected to meet the NFPA Automotive Fire Apparatus standard.</p> <p>This circuit(s) may be load managed when the parking brake is set.</p>
0821240	Wiring, Spare, 20 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 3rd NFPA1900/ULC	<p><b>SPARE CIRCUIT</b></p> <p>There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features:</p> <p>The positive wire will be connected directly to the battery power.</p> <p>The negative wire will be connected to ground.</p> <p>Wires will be capable of carrying 20 amps.</p> <p>Power and ground will terminate RS1 of the trailer body, Match 30972 front bulkhead. Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.</p> <p>Wires will be protected to meet the NFPA Automotive Fire Apparatus standard.</p> <p>Battery Direct loads cannot be Load Managed</p>
0821261	Wiring, Spare, 20 A 12V DC, 12 Circuit Fuse Block Blue Sea 5026 2nd NFPA1900/ULC	<p><b>SPARE CIRCUIT</b></p> <p>There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features:</p> <p>The positive wire will be connected directly to the battery switched power.</p> <p>The negative wire will be connected to ground.</p> <p>Wires will be capable of carrying 20 amps.</p> <p>Power and ground will terminate to be located at pickup, behind officer seat. Termination will be to a Blue Sea System, Model 5026, 12 circuit with negative bus bar, straight blade fuse block. The terminal block will include a cover with circuit labels.</p> <p>Wires will be protected to meet the NFPA Automotive Fire Apparatus standard.</p> <p>This circuit(s) may be load managed when the parking brake is set.</p>
0821725	Wiring, Spare, 3 A 12V DC Batt Dir 1st NFPA1900/ULC	<p><b>SPARE CIRCUIT</b></p> <p>There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features:</p> <p>The positive wire will be connected directly to the battery power.</p> <p>The negative wire will be connected to ground.</p> <p>Wires will be capable of carrying 3.0 amps.</p> <p>Power and ground will terminate Per IP Layout, Matching 30972.</p> <p>Termination will be with heat shrinkable butt splicing.</p> <p>Wires will be protected to meet the NFPA Automotive Fire Apparatus standard.</p> <p>Battery Direct loads cannot be Load Managed</p>
0562103	Wire, 14-ga. Spare, Dual Wire, pair 2nd	<p><b>14 GAUGE SPARE WIRE</b></p> <p>There will be a pair of 14 gauge wires, one (1) with black insulation and one (1) with white insulation, included in a separate loom installed in the apparatus.</p> <p>These wires will be routed from 3' Pigtail as high and forward on the backwall as possible and extended to Fuse block in LS1.</p> <p>These wires will not be connected to any power source and will not be connected to the vehicle electrical system.</p>
0566101	Recess, Dash Panel, Officer Side, Vel/Imp	<p><b>DASH PANEL RECESS</b></p> <p>The dash panel across from the officer will be recessed to accommodate the mounting of miscellaneous items. The recess will be 7.25" down x 7.81" back and 20.88" wide.</p>
0758439	SP Remote Control, Wired, Programmable 3 Button 2nd	<p><b>PROGRAMMABLE REMOTE CONTROL</b></p> <p>There will be a wired remote control integrated into the switch panel Panel Position A. Match 387589. The remote will have three (3) individually programmable buttons for most garage door openers, and gate operators as well as the capability of controlling many lighting and security systems.</p>

0655679	Remote Control, Wired, Programmable 3 Button	<p><b>PROGRAMMABLE REMOTE CONTROL</b></p> <p>There will be a wired remote control integrated into the switch panel Panel Position A. Match 387589. The remote will have three (3) individually programmable buttons for most garage door openers, and gate operators as well as the capability of controlling many lighting and security systems.</p>
0537251	Bracket, Mounting, For Push Buttons, Officer Side, VEL/IMP	<p><b>MOUNTING BRACKET FOR PUSH BUTTON CONTROLS</b></p> <p>There will be a mounting bracket provided within easy reach of the officer next to the defrost air intake for the mounting of push button controls. The mounting bracket will be large enough to mount Top Button - Air Horn Middle Button - Mechanical Siren Bottom - Button PS PTT controls vertically, one in front of the other. The bracket will be fabricated from smooth aluminum and will be painted to match the cab interior.</p>
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	<p><b>INFORMATION CENTER</b></p> <p>An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.</p> <p>The information center will have the following specifications:</p> <ul style="list-style-type: none"> <li>Operate in temperatures from -40 to 158 degrees Fahrenheit</li> <li>LCD optically bonded to hardened AR glass lens</li> <li>Five weather resistant user interface switches</li> <li>Grey with black accents</li> <li>Sunlight Readable</li> <li>Linux operating system</li> <li>Minimum of 1000nits rated display</li> <li>Display can be changed to an available foreign language</li> </ul> <p>A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.</p> <p>Programmed to read US Customary</p> <p><b>General Screen Design</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>An amber background/text color will indicate a caution condition</li> <li>A red background/text color will indicate a warning condition</li> </ul> <p>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.</p> <p>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.</p> <p><b>Home/Transit Screen</b></p> <p>This screen will display the following:</p> <ul style="list-style-type: none"> <li>Vehicle Mitigation (if equipped)</li> <li>Water Level (if the water level system includes compatible communications to the information center)</li> <li>Foam Level (if the foam level system includes compatible communications to the information center)</li> <li>Seat Belt Monitoring Screen</li> <li>Tire Pressure Monitoring (if equipped)</li> <li>Digital Speedometer</li> <li>Active Alarms</li> </ul> <p><b>On Scene Screen</b></p> <p>This screen will display the following and will be auto activated with pump engaged (if equipped):</p> <ul style="list-style-type: none"> <li>Battery Voltage</li> <li>Fuel</li> <li>Oil Pressure</li> <li>Coolant Temperature</li> <li>RPM</li> <li>Water Level (if equipped)</li> <li>Foam Level (if equipped)</li> <li>Foam Concentration (if equipped)</li> <li>Water Flow Rate (if equipped)</li> <li>Water Used (if equipped)</li> <li>Active Alarms</li> </ul> <p><b>Virtual Buttons</b></p> <p>There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.</p> <p><b>Page Screen</b></p> <p>The page screen will display the following and allow the user to progress into other screens for further functionality:</p> <ul style="list-style-type: none"> <li>Diagnostics</li> <li>Faults</li> <li>Listed by order of occurrence</li> <li>Allows to sort by system</li> <li>Interlock</li> <li>Throttle Interlocks</li> <li>Pump Interlocks (if equipped)</li> <li>Aerial Interlocks (if equipped)</li> <li>PTO Interlocks (if equipped)</li> <li>Load Manager</li> </ul> <p>A list of items to be load managed will be provided. The list will provide a description of the load.</p>

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.

0606249	Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	<p><b>VEHICLE DATA RECORDER</b>  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</p> <p><b>Seat Belt Monitoring System</b>  A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:  Seat Occupied &amp; Buckled = Green LED indicator illuminated  Seat Occupied &amp; Unbuckled = Red LED indicator with audible alarm  No Occupant &amp; Buckled = Red LED indicator with audible alarm  No Occupant &amp; Unbuckled = No indicator and no alarm  FAULT = Blue LED indicator illuminated  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.</p>
0780137	SP Intercom, David Clark, 5-Pos, 2-Radio, (D,O,RPTT), 2obC, TC, 3805	<p><b>INTERCOM SYSTEM</b>  A five (5) position intercom system with single radio interface capability at the driver and officer positions and remote push to talk buttons located TBD will be provided. Two (2) outboard crew cab positions and the tiller operator will have radio listen / intercom only.  The following David Clark components will be supplied with this system:  One (1) U3805 radio cord junction module  Two (2) U3815 Radio Interface Modules  Two (2) Remote Push To Talk button kits  One (1) U3800 Intercom Module (1 Crew)  One (1) U3802 Intercom Module (1 Crew)  One (1) C3820 Power Cable  One (1) U3801 Intercom Module (Tiller)  All necessary cables and connectors</p>
0637058	David Clark Universal Radio Interfaces Included with Single/Dual System	<p><b>RADIO / INTERCOM INTERFACE INCLUDED</b>  All radio interfaced stations will have universal radio interfaces installed. The interface wiring will be routed within the cab to Motorola APX 7000 .</p>
0589947	Headset, David Clark, H3432 Over The Head, Flex Mic, Push On Push Off	<p><b>OVER THE HEAD HEADSET</b>  There will be five (5) over the head headset(s) provided each seat.  Each David Clark, Model H3432, headset will feature:  5' Coiled cord  Noise cancelling electric microphone  Flexible microphone boom rotates 200 degrees for left or right dress  Microphone on/off button  Comfort Gel Earseals  23 dB noise reduction</p>
0819255	Hangers For Headsets, NFPA/ULC 2024, Each	<p><b>HEADSET HANGERS</b>  There will be five (5) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard forward facing seat, tiller operator seat and rear, center, forward facing seat. The hanger(s) will meet the current edition of applicable NFPA and ULC standards for equipment mounting.</p>
0835667	Install Customer Provided Two-Way Single Remote Head Radio(s)	<p><b>TWO WAY RADIO INSTALLATION</b>  There will be Two (2) Two Way Radios sent to the apparatus manufacturers preferred radio installer to be installed. The transmitter(s) will be mounted Location 5 &amp; 6 in Officers side overhead. (Match 38759 and the remote head(s) will be mounted Location 5 &amp; 6 in Officers side overhead. (Match 38759 per the shipping document. Remote heads will be recess mounted in bezels whenever possible.  Antenna whips included with the radio will be mounted to assigned NMO bases selected in other options.  Specific shipping requirements will be followed.</p>

0835669	Install Customer Provided Two-Way Dual Remote Head Radio(s)	<p><b>TWO WAY RADIO INSTALLATION</b></p> <p>There will be Two (2) Two Way Radios sent to the apparatus manufacturers preferred radio installer to be installed. The transmitter(s) will be mounted Behind Officers Seat (Match 38759) and the remote head(s) will be mounted Officers Overhead per IP layoutOfficers Overhead per IP layout per the shipping document.Remote heads will be recess mounted in bezels whenever possible.</p> <p>Antenna whips included with the radio will be mounted to assigned NMO bases selected in other options.</p> <p>Specific shipping requirements will be followed.</p>
0835678	Install Customer Provided Handheld Radio/Battery Charger(s)	<p><b>Customer Supplied Battery Charger, Handheld Radio</b></p> <p>There will be Three (3) Battery Chargers located Two (2) Location - On work Surface, centered between DS and PS directly behind dash bump out (Match 38759) One (1) In Tiller Cab (final location TBD) .Specific shipping instructions will be followed.</p>
0835687	Install Customer Provided Two-Way Radio Interface Cable	<p><b>TWO WAY RADIO INTERFACE CABLE</b></p> <p>There will be Two (2) Cables sent to the apparatus manufacturers preferred third party installer. Interface cable(s) to be run from from Capt. side overhead to behind Officers seat. to from Capt. side overhead to behind Officers seat.</p>
0835790	Install Customer Provided MDT, Complete	<p><b>COMPLETE MDT INSTALLATION</b></p> <p>There will be a customer supplied Mobile Data Terminal (MDT), docking station, mounting bracket, power supply, antenna, GPS, modem, and all cabling sent to the apparatus manufacturers preferred installer to be installed Officers Dash, laptop dock centered in dash recess, swing arm mount on left side of recess. Match 38759. Power to the MDT will be directly to the battery power . Specific shipping requirements will be followed.</p>
0835872	Install Customer Provided Cellular/WiFi Router/Modem	<p><b>MOBILE RADIO MODEM INSTALLATION</b></p> <p>There will be one (1) customer supplied modem(s) sent to the apparatus manufacturers preferred installer to be installed Inside Center Console, below position 154. Match 38759. Specific shipping requirements will be followed.This option Does not include Antenna Installation</p>
0896881	Install, Wire, Customer Provided Two-Way Radio Speakers,	<p><b>TWO WAY RADIO SPEAKER INSTALLATION</b></p> <p>There will be two (2) customer supplied two way radio speaker(s) sent to the apparatus manufacturers preferred third party installer.</p> <p>Wiring will be provided from the speaker mounted Match 38759 and will terminate and be connected to the customer provided two-way radio mounted Match 38759.</p> <p>Specific shipping requirements will be followed.</p>
0663606	SP Install Customer Provided MDT Cable	<p><b>MDT CABLE INSTALLATION</b></p> <p>There will be one (1) customer supplied mobile data terminal (MDT) cable(s) sent to the apparatus manufacturers preferred radio installer for installation. The cable will be run Officers Dash, laptop dock centered in dash recess, swing arm mount on left side of recess. Match 38759. No other components will be installed with this option.</p> <p>Specific shipping requirements will be followed.</p>
0687904	Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	<p><b>RADIO ANTENNA MOUNT</b></p> <p>There will be three (3) standard 1.125", 18 thread antenna-mounting base(s) installed behind officer seat 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.</p>
0648437	Antenna Mount, Custom Chassis, Cable Routed to Behind Driver Seat	<p><b>RADIO ANTENNA MOUNT</b></p> <p>There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed Behind Drivers Seat. Locations on cab roof per AD drawing. Match 38759 on the cab roof with high efficiency, low loss, coaxial cable(s) routed to behind the driver seat. A weatherproof cap will be installed on the mount.</p>
0817058	Camera, Pierce, LS Mux, R Camera, SD, CL714	<p><b>VEHICLE CAMERA SYSTEM</b></p> <p>There will be a color vehicle camera system provided with the following:</p> <p>One (1) Standard Definition (SD) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.</p> <p>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.</p> <p>The following components will be included:</p> <p>One (1) SV-CW134639CAI Camera</p> <p>All necessary cables</p>
0814831	Not Required, Camera Switcher	<p><b>Camera Switcher</b></p> <p>A camera switcher is not required.</p>

0808257	SP Camera, Pierce, 7" HD tiller Cab, RS, LS Fwd Fcng Tiller Cam, Turn, AHD	<p><b>VEHICLE CAMERA SYSTEM</b></p> <p>There will be a color vehicle camera system provided with the following:  One (1) Analog High Definition (AHD) camera located on the right side behind the rear wheels on a bracket to clear the fender crowns of the tiller trailer, pointing forward, displayed automatically when the right turn signal is activated.  One (1) AHD camera located on the left side behind the rear wheels on a bracket to clear the fender crowns of the tiller trailer, pointing forward, displayed automatically when the left turn signal is activated.  There will be two (2) 7.00" High Definition (HD) displays, one (1) each side of the tiller cab dash to view the respective side cameras.  The following components will be included:  Two (2) HD700136DC, HD Displays  Two (2) 1080p, AHD Side Cameras  All necessary cables</p>
0653350	Guards, Vehicle Camera(s), Painted Smooth Aluminum	<p><b>VEHICLE CAMERA GUARDS</b></p> <p>There will be one (1) smooth, tapered aluminum guard(s) fastened over the cab / body camera(s) located over camera on back of tiller cab. The guards will be painted to match the surface they are attached to.</p>
0896458	Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	<p><b>ELECTRICAL POWER CONTROL SYSTEM</b></p> <p>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.</p> <p><b>Solid-State Control System</b></p> <p>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 (-40 degrees Fahrenheit to +158 degrees Fahrenheit)  Storage temperature from -40 degrees Celsius to +70 degrees Celsius (-40 degrees Fahrenheit to +158 degrees Fahrenheit)  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.</p> <p><b>Circuit Protection and Control Diagram</b></p> <p>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.</p> <p><b>On-Board Electrical System Diagnostics</b></p> <p>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</p>

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

0730603	Electrical System, Velocity ESP, Cummins, Paccar	<p><b>ELECTRICAL</b></p> <p>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.</p> <p>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.</p>
0098841	Batteries, (6) Deka Grp 31, 1000 CCA each, Threaded Stud	<p><b>BATTERY SYSTEM</b></p> <p>Six (6) 12 volt, Deka, Model 1231MF, maintenance free group 31 batteries that include the following features, each, will be provided:  1000 CCA (cold cranking amps)  185 reserve capacity  High cycle  Ref. CA of 1190 at 0 degrees Fahrenheit  185 reserve capacity  Threaded studs</p>
0008621	Battery System, Single Start, All Custom Chassis	<p><b>BATTERY SYSTEM</b></p> <p>There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.</p> <p><b>MASTER BATTERY SWITCH</b></p> <p>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.</p>
0123174	Battery Compartment, Imp/Vel	<p><b>BATTERY COMPARTMENTS</b></p> <p>The batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of 3/16" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The compartments will include formed fit heavy-duty roto-molded polyethylene battery tray inserts with drains on each side of the frame rails. The batteries will be mounted inside of the roto-molded trays.</p> <p><b>JUMPER STUDS</b></p> <p>One (1) set of battery jumper studs with plastic color-coded covers will be installed on the battery box on the driver's side. This will allow enough room for easy jumper cable access.</p>
0803511	Not Required - Battery Charger Included In Inverter/Charger Category	
0814995	Not Required, Location Picked From Location, Inverter/Battery Charger/Conditioner	
0824443	Not Required, No Ind/Remote Display	
0814971	Not Required, Location Ind/Remote	

0822831	SP Inverter/Battery Charger, Xantrex Frdm XC Pro 818-2010, Sw, NonNFPA 2024 100 Amp	<p><b>INVERTER / BATTERY CHARGER</b></p> <p>There will be a Xantrex part number 818-2000, inverter/battery charger with internal transfer relay provided.</p> <p>There will be an Master on/off switch provided in the compartment near the inverter.</p> <p>The battery charger DC output will be 100A.</p> <p>The inverter will be connected to the batteries through proper fusing and also to shoreline AC power.</p> <p>An auto transfer switch will be included allowing AC loads connected to the inverter to be powered from the battery whenever shoreline AC power is not available, and the main chassis battery switch is on. If shoreline AC power is available, the battery charger function will be active and the AC loads connected.</p> <p>Per NFPA1900, 2024 Edition 21.5.5.2*</p> <p>The alternator and/or battery system will be adequate to provide power for continuous operation for a minimum of 2 hours at full output.</p> <p>Per the fire department specifications, if all DC loads on the NFPA required electrical analysis report are active, the alternator cannot provide adequate power for continuous operation for 2 hours. The apparatus will be non-compliant to NFPA 1900 standards at time of contract execution.</p> <p>Load management will be activated in low voltage situations, and the inverter will be de-energized until chassis electrical system voltage recovers.</p>
0814986	Location, Body, Inverter/Battery Charger, Forward Compartment, RS	The battery charger/inverter will be located in the right side forward body compartment located on the right wall as high as practical.
0812411	Display, Kussmaul Single Bat Status Ind 091-94-12, Wired to Batteries	<p><b>BATTERY CHARGE DISPLAY</b></p> <p>There will be one (1) Kussmaul™, Model 091-94-12, universal single battery bank bar graph display provided.</p> <p>The display will read voltage direct from the battery system.</p>
0817927	Location, Cab, Ind/Remote Display, Driver Seat Riser, Next To w/Brkt	The Inverter/battery charger status indication/display(s) will be located next to the driver's seat area with a special bracket.
0016838	Shoreline, 30A 120V, Twist lock, NEMA L5-30	<p><b>SHORELINE</b></p> <p>There will be one (1) 30 amp 120 volt AC twist lock inlet(s) NEMA L5-30 with gray cover(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.</p> <p>The shoreline(s) will be connected to battery charger and block heater.</p> <p>A mating connector body will also be supplied with the loose equipment.</p> <p>There will be a label installed near the inlet(s) that state the following:</p> <p>Line Voltage Current Rating (amps) Phase Frequency</p>
0026800	Shoreline Location	The shoreline receptacle will be located in the driver side lower step well of cab.
0036802	Sub Feed Breaker Box Cutler Hammer, For Shoreline	<p><b>SUB FEED CIRCUIT BREAKER BOX (shoreline)</b></p> <p>A Cutler Hammer sub feed box will be supplied to protect the on board circuits when an auxiliary power source is used.</p> <p>The box will be installed in the mount high on forward wall of D9.</p> <p>The sub feed box will distribute power to specific circuits in the vehicle.</p> <p>A directory for each breaker will be provided adjacent to the circuit breaker panel.</p> <p>Identification of circuits will be done in a durable manner that provides years of service.</p>
0783395	Transfer Switch, Generator to Shoreline 30 Amp and Under	<p><b>GENERATOR TO SHORELINE TRANSFER SWITCH</b></p> <p>There will be an automatic transfer switch between the onboard generator and the shoreline inlet.</p> <p>The loads connected to the transfer switch will be power from the onboard generator when the generator is running.</p>
0647728	Alternator, 430 amp, Delco Remy 55SI	<p><b>ALTERNATOR</b></p> <p>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.</p>
0686615	Set Command Zone Clock To Pacific Standard Time	

**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/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.

0840425

Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Imp/Vel

**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, one on each side next to the headlights in a chrome trim.

The lens color(s) to be the same as the LEDs.

0805325

Light, Directional, Wln M62T\* LED, 15 Degree Angle Bracket, Additional

**ADDITIONAL DIRECTIONAL LIGHT**

There will be two (2) Whelen®, Model M62T\*, amber LED directional lights provided on the rear wall of the transverse compartment on the tractor, near the kingpin. The lens color(s) to be the same as the LEDs.

Each light will be surface mounted in a 15 degree angled bracket with chrome housing.

The flash pattern of the directional lights will be Steady On (Arrow).

0620054

Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts

**INTERMEDIATE LIGHT**

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

0648074	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	<p><b>CAB CLEARANCE/MARKER/ID LIGHTS</b></p> <p>There will be seven (7) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:</p> <p>Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.</p> <p>Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.</p> <p>Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.</p>
0534987	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts, Aerial	<p><b>REAR CLEARANCE/MARKER/ID LIGHTING</b></p> <p>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:</p> <p>As close as practical to the vertical centerline</p> <p>Centers spaced not less than 6.00" or more than 12.00" apart</p> <p>Red in color</p> <p>All at the same height</p> <p>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:</p> <p>To indicate the overall width of the vehicle</p> <p>One (1) each side of the vertical centerline</p> <p>As near the top as practical</p> <p>Red in color</p> <p>To be visible from the rear</p> <p>All at the same height</p> <p>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:</p> <p>To indicate the overall length of the vehicle</p> <p>One (1) each side of the vertical centerline</p> <p>As near the top as practical</p> <p>Red in color</p> <p>To be visible from the side</p> <p>All at the same height</p> <p>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.</p> <p>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.</p> <p>Per FMVSS 108 and CMVSS 108 requirements.</p>
0514453	Light, Marker End Outline, Rubber Arm, LED Marker Lamp	<p><b>MARKER LIGHTS</b></p> <p>There will be one (1) pair of amber and red LED marker lights with rubber arm, located at the rear of the trailer body. The amber lens will face the front and the red lens will face the rear of the truck.</p> <p>These lights will be activated with the running lights of the vehicle.</p>
0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	<p><b>REAR FMVSS LIGHTING</b></p> <p>The rear stop/tail and directional lighting included in the rear tail light housing will include the following:</p> <p>Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs</p> <p>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.</p> <p>The lens color(s) to be the same as the LEDs.</p>
0806466	Lights, Backup, WIn 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	<p><b>LICENSE PLATE BRACKET</b></p> <p>One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.</p> <p>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.</p>
0556842	Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	<p><b>LIGHTING BEZEL</b></p> <p>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.</p>
0614960	SP Instruction, Order of Tail Lt Instl, Stop, Dir, BU,Warn	<p><b>TAIL LIGHT MOUNTING INFORMATION</b></p> <p>The following lights will be installed in the following order from the top down:</p> <p>The top lights will be the stop lights/tail lights.</p> <p>The second lights from the top will be the directional lights.</p> <p>The third lights from the top will be the backup/scene lights.</p> <p>The bottom lights will be the warning lights.</p>

0589905	Alarm, Back-up Warning, PRECO 1040	<b>BACK-UP ALARM</b> 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.
0049818	Guard, Alum Treadplate Over Lights	<b>PROTECTIVE COVER FOR LIGHTS</b> There will be eight (8) aluminum treadplate cover(s) installed above the light(s) located Trailer and cab side scene lights. to protect them from damage.
0578264	Flash Pattern, California Title13, LED Warning Lights	<b>WARNING LIGHT FLASH PATTERN</b> The flash pattern of all the exterior warning lights will be set to meet the certified California, Title XIII flash pattern by either the light manufacturer's default flash pattern or by a conversion change to the certified flash pattern.
0658406	Light, Marker, Britax Rubber Arm, Model 427.200.LB, Amber/Amber, Qty/Loc	<b>MARKER LIGHTS</b> There will be one (1) pair of amber marker lights with rubber arm located rear of D1 and P1. There will be an amber lens that faces the front and the rear of the truck. These lights will be activated with the running lights of the vehicle.
0059809	Light, Marker, Weldon, 9186-1500 LED, Location	<b>MARKER LIGHTS</b> There will be one (1) pair of Weldon, Model: 9186-1500-10 or 9186-1500-20, LED marker lights installed on this apparatus, one (1) light each side per the quantity selected. These lights will be activated with the headlight switch. These lights will be located on top of the trailer catwalk directly above the tiller trailer axle on each side. These lights will be installed into the rub rail or with metal flanges to protect them from most damage. Amber lights will be used except for the rear most light at the rear of the apparatus which will be red.
0634118	SP Mounting, Flange for Marker Type Light, Treadplate, Pair	<b>LIGHT MOUNTING</b> There will be one (1) pair of light mounting bracket(s) provided on the apparatus. Each bracket will be made from aluminum treadplate material and provide an area for a light to be mounted. It will be completely enclosed so the light will not be damaged from the back. The mounting will mount on the centered with the rear tiller axle just below the side sheet flange so the light can be mounted shining straight up per job 27235&#x0D; .
0804537	Lights, Cornering, Tiller, Wln, 704BU, 2 lts	<b>TILLER CORNERING LIGHTS</b> There will be two (2) Whelen®, Model 704BU, 3.06" high x 7.25" wide x 1.25" deep lights with white LEDs and chrome trim installed per the following: one (1) light will be installed on the left side body in front of the trailer axle one (1) light will be installed on the right side body in front of the trailer axle The lights will be activated by the high beam function of the directional switch on the tiller cab steering column or the chassis directional light circuit.
0648630	Lights, Perimeter Cab, TecNiq E10-WS00-1 LED 4Dr, Angled Brkt	<b>CAB PERIMETER SCENE LIGHTS</b> There will be four (4) TecNiq Model E10-WS00-1, 6.44" long x 1.38" high x 1.00" deep 12 volt DC weatherproof LED lights with a fabricated aluminum 45 degree brackets provided under the cab and crew cab access areas: One (1) for the driver's access. One (1) for the passenger's side front cab access door. One (1) for the passenger's side crew cab access door. One (1) for the driver's side crew cab access door. These lights will be activated automatically when the battery switch is on and the adjacent doors are opened or by the same means as the body perimeter lights.
0769564	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	<b>PUMP HOUSE PERIMETER LIGHTS</b> There will be one (1) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" LED weatherproof strip light with bracket provided under the passenger's side pump panel running board. If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed. The light will be activated when the battery switch is on, and controlled by the same means as the body perimeter lights.

0888060	SP	Lights, Perimeter Body, TecNiq E10-W000-1 4lts, Turntbl/Rr Stp, Tiller	<p><b>BODY PERIMETER SCENE LIGHTS</b></p> <p>There will be four (4) TecNiq, Model E10-W000-1, 1.39" high x 6.39" long x 0.98" deep lights with white LEDs provided .</p> <p>The lights will be mounted in the following locations:</p> <p>One (1) light will be provided under the left side turntable access steps.</p> <p>One (1) light will be provided under the left side tiller cab access steps.</p> <p>One (1) light will be provided under the right side tiller cab access steps.</p> <p>One (1) light will be provided under the right side turntable access steps.</p> <p>The perimeter scene lights will be activated by a a switch within reach of the driver is activated, the parking brake is applied and a switch within reach of the tiller driver is activated.</p>
0780173	SP	Lights, Perimeter, TecNiq E10-WS00-1 6.39" LED	<p><b>ADDITIONAL PERIMETER LIGHTS</b></p> <p>There will be ten (10) TecNiq, Model E10-WS00-1, 1.39" high x 6.39" long light(s) with white LEDs provided under TBD.</p> <p>These additional lights will be controlled with the other body perimeter lights.</p>
0896454		Enhanced Software for Perimeter Lts	<p><b>ENHANCED SOFTWARE FOR PERIMETER LIGHTS</b></p> <p>All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected.</p> <p>The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.</p>
0813525		Lights, Step, P25 LED, Tiller, Control, Trim Feature	<p><b>STEP LIGHTS</b></p> <p>There will be a total of sixteen (16) white LED step lights provided for access to the tiller cab and turntable.</p> <p>In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x trim shall be chrome 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.</p> <p>The step lights will be activated when parking brake is applied.</p> <p>The [Color, Trim].</p> <p>All other steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.</p>
0693551		Lights, Tractor Scene, Wln M9LZC LED, pair	<p><b>SCENE LIGHTS</b></p> <p>There will be one (1) pair of Whelen, Model M9LZC, LED scene lights installed on the rear exterior wall of the tractor cab with chrome flanges.</p> <p>The lights will be controlled by the aerial master switch.</p>
0725783		Lights, Centering, Cab Roof, Tlr, Clpsbl, Attwood NV2002SS-7, Red/Grn LED	<p><b>CENTERING LIGHT</b></p> <p>There will be an Attwood, Model NV2002SS-7, split red/green LED light installed with a 12.00" long collapsible mast, centered on the crew cab roof. The light will be used by the tillerman to center the tiller trailer to the chassis tractor.</p> <p>The light will be wired to the headlight switch.</p>
0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	<p><b>12 VOLT LIGHTING</b></p> <p>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.</p> <p>The housing(s) painted parts of this light assembly to be black.</p> <p>The light(s) will be controlled by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.</p> <p>These light(s) may be load managed when the parking brake is applied.</p>
0727946		Lights, Wln, S30M** 30" 12VDC LED, RS Cab, Mt Fet	<p><b>12 VOLT DC SCENE LIGHTS</b></p> <p>There will be one (1) Whelen® Model S30M**, 12,960 lumens 30.00" 12 volt DC light(s) with white LEDs provided on the right side of the cab roof located, Centered above EMS Compt, Left Side. The painted parts of this light assembly to be black. The light(s) to be installed with extended horizontal mounts.</p> <p>The light(s) will include the following:</p> <p>Six (6) scene light modules with white LEDs</p> <p>Three (3) amber LEDs as marker lights</p> <p>Two (2) additional LED modules. The additional modules to be two (2) warning light modules with red LEDs.</p> <p>The lights will be activated per the following:</p> <p>The amber marker lights to be steady burning when the headlight switch is on.</p> <p>The scene LEDs will be controlled by a switch at the passenger's side switch panel and by the same control that has been selected for the driver's side scene light(s).</p> <p>There will be a switch in the cab on the switch panel to control the flashing or spot LED modules.</p> <p>The light(s) may be load managed when the parking brake is applied.</p>

0889659	Lights, WIn, S30M** 30" 12VDC LED, LS Cab, Mtg Fet	<p><b>12 VOLT DC SCENE LIGHTS</b></p> <p>There will be one (1) Whelen® Model S30M**, 9,720 lumens 2.48" high x 30.37" wide x 2.15" deep 12 volt DC light(s) with white and amber LEDs provided on the left side of the cab roof located, Centered above EMS Cmpt., Right Side. The painted parts of this light assembly to be black. The light(s) to be installed with extended horizontal mounts.</p> <p>The light(s) will include the following:  Six (6) scene light modules with white LEDs  Three (3) amber LEDs as marker lights  Two (2) additional LED modules. The additional modules to be two (2) warning light modules with red LEDs.</p> <p>The lights will be activated per the following:  The marker light included in this light housing to be energized with the headlight switch.  The scene LEDs will be controlled by a switch at the passenger's side switch panel and by the same control that has been selected for the passenger's side scene light(s).  There will be a switch in the cab on the switch panel to control the flashing or spot LED modules.  The light(s) may be load managed when the parking brake is applied.</p>
0898153	Lights, WIn, PSL1** Pioneer, 12 VDC, 2nd	<p><b>12 VOLT LIGHTING</b></p> <p>There will be two (2) Whelen® Model PSL1**, 3,150 lumens 12 volt DC LED light(s) installed on the body located, under driver side of the trailer body ahead and behind the trailer axle, mounted at a 45 degree angle towards the tire, the rear light to be centered below RS1 and the forward light at an equal distance under RS5 from center of axle, to be used for corner.</p> <p>The painted parts of this light assembly to be black.</p> <p>The light(s) to be installed in a chrome 15 degree vertical recessed bracket.</p> <p>The lights will be controlled when the battery switch is on and when the Tiller Cab left directional signal is activated, the left scene lights will activate. When the right directional signal is activated, the right scene lights will activate.</p> <p>The light(s) may be load managed when the parking brake is applied.</p>
0748793	Lights, WIn, S44M** 44" 12VDC, RS Body	<p><b>12 VOLT LIGHTING</b></p> <p>There will be three (3) Whelen® Model S44M**, 19,440 lumens 44.00" 12 volt DC light(s) with white LEDs provided on the right side of the body located, 1) Starting at front corner of RS9 extending back (top of Cmpt.) 1) Starting at rear corner of RS6 extending forward (top of Cmpt.) 1) Starting at aerial cradle and extending rearward, as inboard as possible. The painted parts of this light assembly to be black.</p> <p>The light(s) will include the following:  10 scene light modules with white LEDs  Three (3) amber LEDs as marker lights  Two (2) additional LED modules. The additional modules to be two (2) warning light modules with red LEDs.</p> <p>The lights will be activated per the following:  The amber marker lights to be steady burning when the headlight switch is on.  The scene LEDs will be controlled by a switch at the passenger's side switch panel, by a switch in the tiller cab and by the same control that has been selected for the passenger's side scene light (s).  There will be a switch in the cab on the switch panel to control the flashing warning LED modules when selected.  The light(s) may be load managed when the parking brake is applied.</p>
0748795	Lights, WIn, S44M** 44" 12VDC, LS Body	<p><b>12 VOLT LIGHTING</b></p> <p>There will be three (3) Whelen® Model S44M**, 19,440 lumens 44.00" 12 volt DC light(s) with white LEDs provided on the left side of the body located, 1) Starting at front corner of LS7 extending back (top of Cmpt.) 1) Starting at rear corner of LS4 extending forward (top of Cmpt.) 1) Starting at aerial cradle and extending rearward, as inboard as possible. The painted parts of this light assembly to be black.</p> <p>The light(s) will include the following:  10 scene light modules with white LEDs  Three (3) amber LEDs as marker lights  Two (2) additional LED modules. The additional modules to be two (2) warning light modules with red LEDs.</p> <p>The lights will be activated per the following:  The amber marker lights to be steady burning when the headlight switch is on.  The scene LEDs will be controlled by a switch at the passenger's side switch panel, by a switch in the tiller cab and by the same control that has been selected for the driver's side scene light(s).  There will be a switch in the cab on the switch panel to control the flashing warning LED modules when selected.  The light(s) may be load managed when the parking brake is applied.</p>
0766481	Lights, WIn, PSL1** Pioneer, 12 VDC, 1st	<p><b>12 VOLT LIGHTING</b></p> <p>There will be two (2) Whelen® Model PSL1**, 3,150 lumens 12 volt DC LED light(s) installed on the body located, under driver side of the trailer body ahead and behind the trailer axle, mounted at a 45 degree angle towards the tire, the rear light to be centered below LS1 and the forward light at an equal distance under LS4 from center of axle, to be used for corner.</p> <p>The painted parts of this light assembly to be black.</p> <p>The light(s) to be installed in a chrome 15 degree vertical recessed bracket.</p> <p>The lights will be controlled when the battery switch is on and when the Tiller Cab left directional signal is activated, the left scene lights will activate. When the right directional signal is activated, the right scene lights will activate.</p> <p>The light(s) may be load managed when the parking brake is applied.</p>

0736755	Light, Wln, 12V PSL2** Slm Ln, 12 VDC 1st	<p><b>12 VOLT LIGHTING ON TILLER CAB</b></p> <p>There will be two (2) Whelen® Model PSL2**, 10,206 lumens 12 volt light(s) with white LEDs and 40 degree x 20 degree flood optics. The painted parts of this light assembly to be black. The light (s) to be installed on adjustable bail bracket(s) and located on the tiller cab, One (1) Each side of tiller cab forward above window. Match 30972.</p> <p>The light(s) will be controlled by a switch in the tiller cab 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.</p> <p>The light(s) may be load managed when the parking brake is applied.</p>
0815635	SP Light, Wln, 12V PCPSM2*, 12 VDC, Rear Facing, Id Lts Rr Til Cab Spcl Brkt	<p><b>12 VOLT LIGHTING ON TILLER CAB</b></p> <p>There will be one (1) Whelen® Model PCPSM2*, 20,888 lumens 12 volt surface mount light(s) with white LEDs, black trim and a combination of flood and spot optics.</p> <p>The light will be located on the rear face of the tiller cab on a special fabricated bracket mounted as high as possible and centered, that will allow the rear identification lights to be installed directly above the light. The bracket will allow the light to overhang the tiller rear window without interference.</p> <p>The bracket will be smooth aluminum painted to match the mounting surface.</p> <p>The light will be controlled by a switch at the passenger's side switch panel, by a switch in the tiller cab, 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 and by the same switching that has been selected for the other rear scene light(s) on the apparatus.</p> <p>The light may be load managed when the parking brake is applied.</p>
0721094	Lights, Hose Bed, Not Required, No Hose Bed/Cargo Area	
0645677	Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	
0709438	Lights, Walk Surf, FRP Flood, LED	<p><b>WALKING SURFACE LIGHT</b></p> <p>There will be Model FRP, 4.00" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.</p> <p>The light(s) will be activated when the body step lights are on.</p>
0891094	Aerial, Tiller, Alum Body	
0554269	Body Skirt Height, 18"	
0040882	Tank, Water, 300 Gallon, Poly, Tiller	<p><b>WATER TANK</b></p> <p>It will have a capacity of 300 gallons and will be constructed of polypropylene plastic in a rectangular shape.</p> <p>The water tank will be mounted directly above the water pump.</p> <p>The joints and seams will be nitrogen welded inside and out.</p> <p>The tank will be baffled in accordance with the current edition of applicable NFPA standards.</p> <p>The baffles will have vent openings at both the top and bottom of each baffle to permit movement of air and water between compartments.</p> <p>The longitudinal partitions will be constructed of .38" polypropylene plastic and extend from the bottom of the tank through the top cover to allow positive welding.</p> <p>The transverse partitions extend from 4" off the bottom to the underside of the top cover.</p> <p>All partitions interlock and will be welded to the tank bottom and sides.</p> <p>The tank top will be constructed of .50" polypropylene.</p> <p>It will be supported to keep it rigid during fast filling conditions.</p> <p>Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions.</p> <p>Two of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.</p> <p>A sump will be provided at the bottom of the water tank. The sump will include a drain plug and the tank outlet.</p> <p>Tank will be installed in a fabricated "cradle" assembly constructed of structural steel.</p> <p>A heavy duty water tank restraint will be provided.</p> <p>Sufficient crossmembers are provided to properly support bottom of tank.</p> <p>Crossmembers are constructed of steel bar channel or rectangular tubing.</p> <p>Tank "floats" in cradle to avoid torsional stress caused by chassis frame flexing.</p> <p>Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.</p> <p>Stops are provided to prevent an empty tank from bouncing excessively while moving vehicle.</p> <p>Tank mounting system is approved by the manufacturer.</p>
0003405	Overflow, 4.00" Water Tank, Poly	<p>Fill tower will be constructed of 0.50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.</p> <p>Fill tower will be furnished with a 0.25" thick polypropylene screen and a hinged cover.</p> <p>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.</p>

0028107	Not Required, Foam Cell Modification	
0003429	Not Required, Direct Tank Fill	
0048710	Not Required, Jet Assist	
0043076	Not Required, Hose Bed, Tiller	
0894249	Not Required, Tiller	
0013481	Not Required, Hose Bed Capacity	
0003512	Running Boards, Ascendant, PAL	<p><b>RUNNING BOARDS</b></p> <p>The running boards will be fabricated of 0.125" bright aluminum treadplate and supported by structural steel angle assemblies bolted to the chassis frame rails.</p> <p>Running boards will be 13.00" deep and are spaced away from the body 0.50".</p> <p>A splash guard will be provided to keep road dirt or water from splashing up onto the pump panels.</p> <p>The running boards will have a riser on the body to protect the painted surface from damage by stepping on the running boards.</p> <p>The entire surface of the running boards will be covered with bright aluminum treadplate.</p>
0825621	Turntable Steps-Morton Cass, LS/RS, Tiller Single Axle	<p><b>TURNTABLE STEPS</b></p> <p>Steps to access the turntable from the left and right side will be provided just behind the reservoir compartment. The bottom step will have a step height not exceeding 24.00" from the ground to the top surface of the step at any time. All steps will have a height no greater than 14.00" from top surface to top surface.</p> <p>The steps will be welded in place with the stepping area made of Morton Tread-Grip® channel. The stepwell will be lined with bright aluminum treadplate to act as scuffplates.</p> <p>A knurled aluminum handrail handrail will be provided on the forward side of the access steps.</p>
0690023	Wall, Rear, Smooth Aluminum	<p><b>SMOOTH ALUMINUM REAR WALL</b></p> <p>The rear wall will be smooth aluminum.</p>
0029503	Tow Eyes (2), Painted Lower Job Color, Aerial	<p><b>TOW EYES</b></p> <p>Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the torque box. The inner and outer edges of the tow eyes will be radiused. Each tow eye will be rated for 9000lb and painted to match the lower job color.</p>

0090670	Construction, Compt, Alum, Tiller	<b>COMPARTMENTATION</b>
		<p>Body and compartments will be fabricated of .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. Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.</p> <p>The compartment door opening will be framed by flanging the edges in 1.75" and bending out again .75" to form an angle. Drip protection will be provided above the doors by means of bright aluminum extrusion or formed bright aluminum treadplate.</p> <p>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. All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.</p> <p>A support system will be used which will incorporate a floating substructure by using Neoprene Elastomer isolators to allow the body to remain rigid while the chassis goes through its natural flex. The isolators will have a broad range of proven viability in vehicular applications, be of a fail safe design, and allow for all necessary movement in three (3) transitional and rotational modes. This will result in a 500 lb equipment rating for each lower compartment of the body.</p> <p>The compartmentation will include a 3.00" steel support assemblies which are bolted to the chassis frame rails. A steel framework will be mounted to the body above these support assemblies connected to the support assemblies with isolators. There will be one (1) support assembly mounted to each chassis frame rail.</p>
		<b>AGGRESSIVE WALKING SURFACE</b>
		All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.
		<b>LOUVERS</b>
		All body compartments will have a minimum of one (1) set of louvers stamped into a wall to provide the proper airflow inside the compartment and to prevent water from dripping into the compartment. These louvers will be formed into the metal and not added to the compartment as a separate plate.
0632324	Compt, Single Tractor Reservoir, Lap Door, 18" WB, Attached PH	<b>TRACTOR RESERVOIR COMPARTMENT</b>
		<p>A lap door compartment will be provided ahead of the tractor fifth wheel. The left side compartment will be 17.88" wide x 37.88" high x 8.00" deep with a clear door opening of 12.00" wide x 29.75" high. The right side will be 17.88" wide x 36.88" high x 8.00" deep with a clear door opening of 12.00" wide x 31.12" high.</p>
0683231	Compt, F/H, Trans Roll, Special Width, 6.00" Raised, 92.00" Wide, LS Front	<b>LEFT SIDE COMPARTMENTATION</b>
		<p>Left side compartmentation will consist of the following:</p> <p>Two (2) compartments will be provided in the front body section on the left side. Each compartment will be full-height.</p> <p>The forward compartment will be approximately 24.38" wide x 61.63" high x 24.50" deep with a minimum clear door opening of approximately 16.00" wide x 51.87" high.</p> <p>The rear compartment will be approximately 67.25" wide x 61.63" high x 24.50" deep with a minimum clear door opening of approximately 61.50" wide x 51.87" high.</p> <p>The upper 44.75" of each compartment will be transverse to the right side front compartmentation.</p> <p>Both compartments will have roll-up doors.</p>
0683228	Compt, F/H, Trans Front, Roll, 6.00" Raised, LS Center, Tiller	<b>LEFT SIDE COMPARTMENTATION</b>
		<p>Two (2) compartments will be provided in the center body section on the left side. Each compartment will be full-height.</p> <p>The forward compartment will be approximately 47.13" wide x 61.63" high x 24.50" deep with a minimum clear door opening of approximately 38.75" wide x 51.87" high.</p> <p>The upper 44.75" of the forward compartment will be transverse to the right side front compartmentation.</p> <p>The rear compartment will be approximately 44.50" wide x 61.63" high x 24.50" deep with a door opening of approximately 39.00" wide x 53.75" high.</p> <p>Both compartments will have roll-up doors.</p>
0784035	SP Cpt,Low F/D Frt Roll/Lift,Low Rr Lap,Spc Stp,10" Rsd Fend,6" Rsd Bd,4" Rsd Flr	<b>LEFT SIDE COMPARTMENTATION</b>
		<p>Three (3) compartments will be provided in the rear body section on the left side.</p> <p>The forward compartment will be approximately 69.00" wide x 34.13" high x 24.50" deep with a minimum clear door opening of approximately 63.25" wide x 26.87" high. This compartment will be located ahead of the rear wheels and will have a roll-up door.</p> <p>There will be an upper compartment above this. The compartment will be approximately 71.75" wide x 15.75" high x 13.50" deep with a clear door opening of approximately 64.25" wide x 9.75" high. This compartment will be provided with a lift-up door. The lift-up door will be provided with a cylinder that allows it to open approximately 120 degrees.</p> <p>The rearward compartment will be approximately 42.00" wide x 34.13" high x 21.25" deep. There will be a section of the forward area, approximately 15.00" from the front wall that will only be 9.00" deep. This area will be 6.00" wide. The clear door opening will be approximately 35.00" wide x 31.87" high. This compartment will be located behind the rear wheels and in front of the tiller cab access steps and will have a double door.</p> <p>The area directly behind the tiller cab access steps will be raised approximately 4.00" from standard to increase the rear angle of departure.</p>

0683225	Compt, F/H, Trans Roll, Special Width, 6.00" Raised, 92.00" Wide, RS Front, Tiller	<p><b>RIGHT SIDE COMPARTMENTATION</b></p> <p>Right side compartmentation will consist of the following:  Two (2) compartments will be provided in the front body section on the right side. Each compartment will be full-height.  The forward compartment will be approximately 24.13" wide x 61.63" high x 24.50" deep with a minimum clear door opening of approximately 16.00" wide x 51.87" high.  The rear compartment will be approximately 67.25" wide x 61.63" high x 24.50" deep with a minimum clear door opening of approximately 61.50" wide x 51.87" high.  The upper 44.75" of each compartment will be transverse to the left side front compartmentation.  Both compartments will have roll-up doors.</p>
0683224	Compt, F/H, Trans Front, Roll, 6.00" Raised, RS Center, Tiller	<p>Two (2) compartments will be provided in the center body section on the right side. Each compartment will be full-height.  The forward compartment will be approximately 47.13" wide x 61.63" high x 24.50" deep with a minimum clear door opening of approximately 38.75" wide x 51.87" high.  The upper 44.75" of the forward compartment will be transverse to the left side front compartmentation.  The rear compartment will be approximately 44.50" wide x 61.63" high x 24.50" deep with a minimum clear door opening of approximately 38.75" wide x 51.87" high.  Both compartments will have roll-up doors.</p>
0784038	SP Cpt, Low F/D Frt Roll, 3 Lifts, Low Rr Lap, Spc Stp, 10" Rsd Fend, 6" Rsd Bd, 4" Rsd Flr	<p>Five (5) compartments will be provided in the rear body section on the right side.  The forward low compartment will be approximately 69.00" wide x 34.13" high x 24.50" deep with a minimum door opening of approximately 63.25" wide x 26.87" high. This compartment will be located ahead of the rear wheels and will have a roll-up door.  The forward upper compartment will be approximately 67.12" wide x 15.75" high x 13.50" deep with a clear door opening of approximately 59.75" wide x 9.75" high. This compartment will be provided with a lift-up door.  The middle upper compartment will be approximately 64.50" wide x 15.75" high x 13.50" deep with a clear door opening of approximately 59.75" wide x 9.75" high. This compartment will be provided with a lift-up door.  The rear upper compartment will be approximately 42.00" wide x 15.75" high x 13.50" deep with a clear door opening of approximately 37.25" wide x 9.75" high. This compartment will be located in front of the tiller cab access steps and be provided with a lift-up door.  The lift-up doors will be provided with cylinders that allows them to open approximately 120 degrees.  The rearward compartment will be approximately 42.00" wide x 34.13" high x 21.25" deep in the lower 30.13" of height and 9.00" deep in the remaining upper portion. There will be a section of the forward area, approximately 15.00" from the front wall that will be only 9.00" deep. This area will be 6.00" wide. The clear door opening will be approximately 35.00" wide x 31.87" high. This compartment will be located directly behind the rear wheels and in front of the tiller cab access steps and have a double door.  The area directly behind the tiller cab access steps will be raised approximately 4.00" for increased angle of departure.</p>
0594014	Doors, Amdor, Rollup, Side Compartments	<p><b>ROLL-UP DOOR, SIDE COMPARTMENTS</b></p> <p>There will be 12 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 roll-up 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 roll-up 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 roll-up door wear components will be constructed of Type 6 nylon.  Each roll-up door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.  The header for the roll-up door assembly will not exceed 4.00".  A heavy-duty magnetic switch will be used for control of open compartment door warning lights.</p>
0667139	Not Req'd, Compt Blister in Front of Rear Axle, Tiller	
0067768	Not Required, Bumper, Tiller	

0639843	SP	Scuffplate, Alum 4-Way, Rear of Engineer's Compt, Aerial	<b>SCUFFPLATES</b> The exposed rear portion of the engineer's compartment at each side will be completely covered with bright aluminum treadplate.
0650792		Scuffplate, S/S Around Air Bottle Compt Openings, Qty	<b>SCUFFPLATE</b> Two (2) scuffplates will be furnished around the opening for the air bottle compartment(s). The scuffplate(s) will be constructed of polished stainless steel and provided for the on the left side rearward of the rear wheels and on the right side rearward of the rear wheels air bottle compartment(s).
0019845		Guard, Drip Pan, S/S, Rollup Door	<b>DOOR GUARD</b> There will be ten (10) compartment doors 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 on each roll-up door.
0597964		Guard, Rain Drip Over Door	<b>DRIP RAIL</b> There will be two (2) compartment doors that include a rain drip designed to protect the compartment from water damage. The guard will be fabricated from aluminum and installed above the R1 doors.
0505888		Keyed Locks for Latches, Lap Doors (#751 Lock)	<b>KEYED LOCK(S)</b> There will be 11 compartment doors that require a keyed lock. The compartments to have a keyed lock will be RS1, RS2, RS3, RS4, RS10, RS11, B1, LS1, LS2, LS8, and LS9.
0028546		D-Ring Latch for Free Door, Lap Doors	<b>FREE DOOR D-RING LATCH</b> A D-ring style latch will be provided on the free door for three (3) compartment doors. The compartmentation, to have a free door latch(es), will be RS1, LS1 and B1.
0003919		Reverse Hinge Compartment Door	<b>REVERSE HINGED DOOR</b> The two (2) compartment doors, located on the LS8 and RS10 compartment(s), will have the hinge located opposite of the standard location.
0004010		Scuffplate, Polished S/S Bottom of Door Frame	<b>DOOR FRAME SCUFFPLATE</b> Eight (8) scuffplates will be provided for the lower door frame of D1, P1, D2, , P2, P3 P4, D8, P10. Each scuffplate will be polished stainless steel with a .38" lip down.
0004012		Scuffplate, Polished S/S, Inside Each Compartment Door	<b>SCUFFPLATE ON INTERIOR OF COMPARTMENT DOOR(S)</b> The 11 compartment doors will include a polished stainless steel scuffplate to cover the entire width and height on the inside panel of each door pan. Scuffplate will be located LS1, RS1, LS2, RS2, RS3, RS4, LS8, LS9, RS10 and RS11 and B1.
0636819		Trim, Rollup Door, Painted Job Color, by Amdor	<b>ROLL-UP DOOR TRIM</b> The exterior of the aluminum trim around the door opening will be painted to match job color. There will be twelve (12) compartments with the trim painted.
0821860		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, All Compts	<b>COMPARTMENT LIGHTING</b> There will be eighteen (18) compartments with Pierce LED compartment light strips. The strips will be centered vertically along each side of the door framing. The compartments with these strip lights will be located RS1, RS2, RS3, RS4, RS5, RS6, RS7, RS8, RS9, RS10, LS1, LS2, LS3, LS4, LS5, LS6, LS7, LS8, . Opening the compartment door will automatically turn the compartment lighting on.
0562348		Fasteners, Mechanical, Strip Lighting In Compartments	<b>COMPARTMENT LIGHTING</b> Metal clamps will be used to retain the strip lighting in all body compartments.
0888878	SP	Shelf Tracks, Painted, Location	<b>MOUNTING TRACKS</b> There will be 15 sets of tracks for mounting shelf(s) in RS1 Right side of Blister, RS6, RS7, RS8 Right of partition, RS8 Left of partition, RS9, RS11, LS1, LS3, LS4, LS5, LS6 Right of partition, LS6 Left of partition, LS7 and LS9. These tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the compartment. The tracks will be painted to match the compartment interior.

0687112		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted	<p><b>ADJUSTABLE SHELVES</b></p> <p>There will be seven (7) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be painted spatter gray. 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 0.12" thick stamped plated brackets and bolts. The location will be RS1 Right of Blister, RS6, LS3, (1) in LS4, (2) in LS6 Right of partition, (1) IN LS7 at top of generator controls .</p>
0663797		Shelves, Adj Full Width, Transverse Compartment, Painted	<p><b>ADJUSTABLE SHELF</b></p> <p>There will be one (1) shelf with a capacity of 500 lb provided full width of the (1) in [LS6-RS8] attached to the right of the compartment partition, in the upper transverse area. Match 30972. compartment. The shelf construction will consist of 0.188" aluminum with 2.00" high sides. Each shelf will be painted spatter gray. 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 0.12" thick stamped plated brackets and bolts.</p>
0783662	SP	Shelves, Fixed, Inverted Left Side, Transverse Compartment, Painted	<p><b>SHELF</b></p> <p>There will be one (1) shelf with a capacity of 500 lb provided full width of the upper portion of RS7LS5, airbag rack to mount directly to the top of the shelf on theLS5 side, as high as possible. Inverted front edge on LS5 side only. 1" lip on RS7 side. Match 30972 compartment. The shelf construction will consist of 0.188" aluminum that will be painted to match the compartment interior. On the left side there will be a 2.00" downturned lip. On the right side there will be a 1.00" upturned lip. Each shelf will be fixed mounted. Each shelf will be held in place by .12" thick stamped plated brackets and bolts or angles bolted to the compartment as the engineer or shop floor see fit.</p>
0798992	SP	Shelves, Fixed, Transverse Compartment, Painted	<p><b>SHELF</b></p> <p>There will be one (1) shelf with a capacity of 500 lb provided full width of the directly above the top of the Trimax compartment. The shelf construction will consist of 0.188" aluminum that will be painted to match the compartment interior and have 2.00" high sides. Each shelf will be fixed mounted. Each shelf will be held in place with 0.12" thick stamped plated brackets and bolts or angles bolted to the compartment as the engineer or shop floor see fit.</p>
0606445		Shelf, Adjustable, 500 lb Capacity, 1/2 Trans	<p><b>HALF DEPTH ADJUSTABLE SHELF</b></p> <p>An adjustable shelf will be provided for use in a transverse side body compartment. The shelf will be constructed of 0.188" thick aluminum with 2.00" high sides. The shelf will be half depth of the transverse compartment and as wide as possible for the specified mounting location. The finish of each shelf will match that of the compartment interior. The shelf will be secured within the compartment by means of adjustable threaded fasteners. These fasteners will slide in an extruded aluminum track to provide height adjustment. The shelf will have a load capacity of 500 lb. A total of four (4) shelves will be provided RS7, LS5, RS11, LS9.</p>
0009155		Tray, 500 lb, Slide-out, 1-Way, Utility, Adj Height, 3" Sides, 1/2 Trans	<p><b>ONE (1) WAY SLIDE-OUT UTILITY TRAY</b></p> <p>There will be six (6) slide-out trays provided. Each tray will be rated for up to 500 lb in the extended position. The tray(s) will be constructed of 0.19" thick aluminum for the tray bottom and special aluminum extrusions for the tray sides, ends and tracks. The corners will be welded. The tray will have 3.00" high sides, will be half (1/2) depth of the transverse compartment and will be as wide as possible for the compartment. The tray will be supported with a minimum of six (6) ball bearing rollers. The tray will slide out two thirds (2/3) of its length in one (1) direction. 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 vertical location of the tray within the compartment will be adjustable. The tray(s) will be located Two (2) in upper RS8, 1 in LS5, 1 in RS7, Two (2) LS6.</p>
0652268		Tray, 500 lb, Slide-out, 1-Way, Utility, Adj Height, 3" Sides, 3/4 Trans	<p><b>THREE QUARTER DEPTH SLIDE-OUT UTILITY TRAY</b></p> <p>There will be three (3) slide-out trays provided for use in the transverse side body compartment (s). Each tray will be a utility style tray that is rated for up to 500 lb in the extended position. The bottom of each tray will be constructed of 0.19" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends and tracks. The corners will be welded. Each tray will be painted spatter gray. Each tray will have 3.00" high sides, will be three quarters (3/4) the depth of the transverse compartment and will be as wide as possible for the designated mounting location. Each tray will be supported with a minimum of six (6) ball bearing rollers. Each tray will slide out two thirds (2/3) of its length in one (1) direction only. 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 each tray for ease of use with a gloved hand. The vertical location of each tray within the compartment will be adjustable. The tray(s) will be located (1) in RS9 up to the partition that makes LS7 a standard depth compt. (2) in RS8 rear of the partition (Match 30972).</p>

0647045	Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, 500lb, 2.00" Sides, 2G	<p><b>SLIDE-OUT FLOOR MOUNTED TRAY</b></p> <p>There will be five (5) floor mounted slide-out tray(s) with 2.00" sides provided. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum. The finish will be painted spatter gray.</p> <p>The trays will be designed for maximum compartment width and depth.</p> <p>There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The location(s) will be LS5, LS6, RS7, RS8 and RS9.</p>
0646559	Tray, Floor Mounted, Utility, One Way Slide-Out, 500lb, 3" Sides, 1/2 Trans	<p><b>ONE WAY UTILITY SLIDE-OUT FLOOR MOUNTED TRAY</b></p> <p>There will be two (2) floor mounted utility slide-out tray(s) provided LS9 and RS11. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of .19" thick aluminum for the tray bottom and special aluminum extrusions for the tray sides, ends and tracks. The corners will be welded. The finish will be painted spatter gray.</p> <p>The tray will be 3.00" high x half the depth of the transverse compartment x as wide as possible for the compartment.</p> <p>The tray will be supported with a minimum of six (6) ball bearing rollers. The tray will slide out two thirds (2/3) of its length in one direction.</p> <p>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.</p>
0610204	SP Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 2G, Special Width	<p><b>SLIDE-OUT FLOOR MOUNTED TRAY</b></p> <p>There will be two (2) floor mounted slide-out tray(s) with 2.00" sides provided LS4 to the right of the partition and RS6. The trays will be 28.00" wide in width and located Match 30972. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be painted spatter gray.</p> <p>There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.</p> <p>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.</p> <p>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.</p> <p>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.</p>
0627831	Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, Low/Special Sides, 2G	<p><b>SLIDE-OUT FLOOR MOUNTED TRAY</b></p> <p>There will be one (1) floor mounted slide-out tray(s) provided RS8 Left of partition, ctech cabinet will be sitting on this tray. A capacity rating will not be available on this tray due to a reduced side height being less than 2.00". The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be painted to match compartment interior.</p> <p>The tray(s) will be designed for maximum compartment width and depth.</p> <p>The side height of the tray(s) will be as follows:  Front: no lip  Rear: 2.00" high  Left and Right Sides: no lip</p> <p>There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.</p> <p>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.</p> <p>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.</p> <p>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.</p>

0725644		Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide, 24" Deep	<b>DRAWER ASSEMBLY</b>	<p>A slide-out drawer assembly will be installed One (1) Lower portion of LS7, One (1) Lower portion of LS6 floor mounted Right Side of Partition. Cabinet not to exceed the height of the transverse floor of the trailer .</p> <p>The clear dimensions of the first drawer starting at the top will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the second drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimensions of the third drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. Each drawer will be the same width and not exceed 24.00".</p> <p>The drawers will have a capacity of 250 pounds.</p> <p>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.</p> <p>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.</p> <p>There will be a total of two (2) provided.</p>
0811267	SP	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide, 24" Deep, 2nd	<b>DRAWER ASSEMBLY</b>	<p>A slide-out drawer assembly will be installed RS8 Rear of the partition on the floor tray. Match Job 30972.</p> <p>The clear dimensions of the first drawer starting at the top will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the second drawer will be 2.75" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the third drawer will be 4.75" with a face plate that is 5.00" high x 21.00" deep. Each drawer will be the same width and not exceed 24.00".</p> <p>The drawers will have a capacity of 250 pounds.</p> <p>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.</p> <p>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.</p> <p>There will be a total of one (1) provided.</p>
0892252	SP	Toolboard, Alum, .188", Peg Board, Add to Slide-Out Tray, Loc/Tray, Gussetted	<b>TOOL BOARD</b>	<p>An aluminum tool board will be provided.</p> <p>It will be a minimum of .188" thick with .20" diameter holes in a pegboard pattern with 1.00" centers between holes.</p> <p>A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the board.</p> <p>The board will be mounted on adjustable tracks from front to back within the compartment and installed 1) RS9 Floor Mount Slide out tray (Adjustable track to be in first 24" Outboard to Inboard on a slide out tray. The board will be as high as space permits and full length of the tray. The tray is not included in this option.</p> <p>The base of the toolboard will have gussets on each end of the board. The gussets at the back of the toolboard will be as wide as the back of the slide-out tray.</p> <p>There will be Two (2) provided.</p>
0726429		Partition, Vertical Compt, Transverse Compt, Aerials/HDRs	<b>PARTITION IN TRANSVERSE COMPARTMENT</b>	<p>One (1) partition will be bolted in RS8/LS6 centered to separate Drivers Side and Passenger Side. (Match Job 309720. Each partition will be the full vertical height of the compartment.</p>
0726439		Partition, "L" Shaped in Compartment	<b>"L" SHAPED PARTITION IN COMPARTMENT</b>	<p>One (1) partition will be bolted in LS7 for breaker box to face straight out of the compartment. Use partition to create a false wall to mount breaker box. There will be dead space behind the partition, L-shaped at the top to meet up with the back wall. Mount close to door. (Match Job 30972. Each partition will be "L" shaped, painted spatter gray.</p>
0726451		Partition, Vertical Compt	<b>VERTICAL COMPARTMENT PARTITION</b>	<p>Two (2) partitions will be bolted in 1) LS4 - (matching 30972). LS8/RS10 in essence creating a divider between the two sides/. Each partition will be the full vertical height of the compartment.</p>
0635915		Mounting Plate, 3/16" Alum	<b>MOUNTING PLATE</b>	<p>A quantity of one (1) 3/16" thick aluminum mounting plate(s) will be provided. The aluminum plate (s) will be painted spatter gray to match compartment interior. The plate(s) will be same dimensions as the top of the ctech cabinet in size and mounted in RS8 mounted on top of the ctech cabinet with a 1" lip all the way around. Only as deep/wide as the ctech cabinet so that it will pull out with the ctech and the floor tray. .</p>
0678048	SP	False Bulkhead, Compartment Interior	<b>FALSE BULKHEAD INTERIOR</b>	<p>There will be a quantity of one (1) false bulkhead(s) provided in between the LS7/RS9 TRANSVERSE COMPT. TO MAKE LS7 STANDARD DEPTH AND RS9 2/3 DEPTH. Match Job 30972 compartment(s). The bulkhead will be removable with threaded fasteners and provide the maximum opening between the specified compartments. The bulkhead will be smooth aluminum and painted to match the compartment interior.</p>

0828160	SP	Box, Alum 4-Way, Misc Storage, Top Cover Only, 38"Wx19.00"Hx24"L, Gooseneck	<p><b>STORAGE BOX</b></p> <p>A total of two (2) aluminum treadplate storage box(es) will be provided on the tiller gooseneck in the rear most outboard corner.</p> <p>Each box will be approximately 38.00" wide (front to back on the apparatus) x 19.00" high x 24.00" deep. The forward side of each box will be angled as needed to clear the turntable and the upper inboard portion will be angled to clear the device.</p> <p>A rectangular lift up cover hinged on the rear body side with D-ring latch and pneumatic stay arm will be provided and sized approximately 29.00" wide x 13.50" deep so as to be opened with the aerial stowed.</p>
0076795		Bracket, SCBA, Zico, ULLH, Load & Lock, Mounted	<p><b>SCBA HOLDER</b></p> <p>A total of four (4) Ziamatic model ULLH SCBA holder bracket. This bracket will include a backplate, two seats, a footplate and the model LLS ("Load &amp; Lock") strap to hold the bottle in the bracket. The bracket seats will be a "one size fits all" style seat and will accommodate SCBA cylinders from the high pressure 30-minute to the high pressure 60-minute.</p> <p>The brackets will be mounted 1- RS9 on vertical partition on slide out tray76795.</p>
0678715		Compt, At Rear Between Tow Eyes, Smooth Alum Sngl Pan Door w/D-Latch, Tiller	<p><b>COMPARTMENT BETWEEN TOW EYES</b></p> <p>A compartment will be supplied at the rear of the unit, above the rear bumper. It will be 8.50" high x 25.75" wide x 27.00" deep. The compartment will have a single-pan smooth aluminum drop-down door with a D-ring latch.</p>
0832901		Mirror, Velvac, 8" Round Convex, Each Side, Tiller Body	<p><b>TILLER CONVEX MIRRORS</b></p> <p>An 8.00" convex mirror will be provided on each side of the tiller body TBD at Preconstruction. The brackets will angle outward so the tillerman can see the rear bumper in the mirrors.</p>
0750878	SP	Webbing, Retention 2.00" Nylon Strap, 2" Box Pattern	<p><b>RETENTION WEBBING</b></p> <p>Webbing will be provided to retain compartment equipment from laying against the compartment door. The webbing will be located RS5.</p> <p>The webbing will be heavy black nylon made of 2.00" nylon strap with a 2.00" box pattern. The nylon webbing will be permanently fastened at the bottom of the compartment and have seat belt buckle fasteners on the opposite side to secure it.</p> <p>A total of one (1) will be provided.</p>
0004002		Matting, .13" Rubber in Compartment	<p><b>COMPARTMENT MATTING</b></p> <p>Black rubber matting will be provided in one (1) compartments. The locations are B2. The matting will be .13" thick with corrugated top ribs.</p>
0028026		Matting, Turtle Tile, Compartment Shelving Only	<p><b>MATTING, COMPARTMENT SHELVING</b></p> <p>Turtle Tile compartment matting will be provided in 34 shelves. The locations are, each shelf and tray with exception of floor mount slide tray in RS6.</p> <p>The color of the Turtle Tile will be black.</p>
0659383		Matting, Turtle Tile w/Ramp, Compartment Floors	<p><b>MATTING, COMPARTMENT FLOOR</b></p> <p>Turtle Tile compartment matting will be provided in 13 compartments on the compartment floor. The locations are, RS1, RS2, RS3, RS4, RS10, RS11, LS1, LS2, LS3, LS8, LS9 Gooseneck Storage Box RS and Goose Neck Storage Box LS.</p> <p>The Turtle Tile will be black and the leading edge of the matting will include the beveled edge. The beveled edge will be black.</p>
0755526		Pegboard, Back Wall Mounted, 3/16" Alum, Special	<p><b>PEGBOARD</b></p> <p>There will be 3/16" thick aluminum pegboard spatter gray painted installed on the back wall of one (1) compartments. It will be mounted using two (2) horizontal tracks. Retainers will be used to mount the pegboard to the tracks. The holes will be .203" diameter , punched 1.00" on center. The pegboard will be located in the RS6 and mounted Full width, upper half of backwall.</p>
0695412		Rack, Air Bags Inside Compartment, 2-Slot	<p><b>AIR BAG STORAGE</b></p> <p>There will be a rack installed for storing two (2) air bags in the On top of the fixed shelf in LS5 (Match 30972) compartment.</p> <p>The rack will be fabricated from DA finished .125" aluminum. The fire department will provide exact sizes of air bags prior to construction. The size of the air bags will be Customer to provide.</p>
0796216		Floor Extension, Compartment, 1.00" Downturned Lip	<p><b>FLOOR EXTENSION</b></p> <p>There will be a compartment floor extension provided. The floor extension will extend from the area over the frame rails to within an inch of the compartment door. The floor extension will have a 1.00" vertical downturned lip and no return flange.</p> <p>A total of four (4) will be provided and located LS7, RS9, LS9 and RS11.</p>

0024016	Rub Rail, Aluminum Extruded, Side & Rear of Body	<p><b>RUB RAIL</b> 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.</p>
0510626	Fender Crowns, Rear, S/S, Wider Than Standard	<p><b>BODY FENDER CROWNS</b> Stainless steel fender crowns will be provided around the rear wheel openings. These fender crowns must be wide enough to prevent splashing onto the body from the specified tires. A rubber welting will be provided between the body and the crown to seal the seam and restrict moisture from entering. A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.</p>
0626229	Handrails, Side Pump Panels, Per Print	<p><b>HANDRAILS</b> 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.</p>
0558496	Handrails, Access to Tiller Cab, U-Shaped, Knurled Aluminum, Front Each Side	<p><b>TILLER CAB HANDRAILS</b> A U-shaped handrail will be installed on each side of the truck on the forward side of the tiller cab access steps. The handrail will extend upward from the existing tiller cab handrail and form a U-shape approximately 10.00" high above the top of the body. The standard handrail will be provided on the rearward side of the steps. Handrails will be 1.25" diameter anodized aluminum extrusion, with a knurled design, 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.</p>
0827906	SP Compt, Exting (2)/O2 Bottle Fender Panel, Tri Door, Flanged Door, Tiller	<p><b>EXTINGUISHER/AIR BOTTLE/ STORAGE (Triangular)</b> A total of one (1) extinguisher/air bottle/storage compartments will be provided on the right side ahead of the rear wheel. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher as well as a 7.00" x 5.50" O2 storage area in the upper area. The compartment will be approximately 25.50" deep. A Y-shaped partition will be provided to separate the three areas of the compartment. Also inside the compartment, black rubber matting will be provided. The compartment will be furnished with a drain hole. A painted to match the lower body stainless steel, triangular shaped door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottles. The door will have a flanged edge along the top, bottom, and side opposite the hinge. The side that is hinged as well as the side that is curved/along the wheel well cannot be flanged. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal. <b>AIR BOTTLE COMPARTMENT STRAP</b> A strap will be provided in the air bottle compartment(s) to help contain the bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.</p>
0827967	SP Compt, Air Pack, Fender Panel, Flanged Door, Tiller	<p><b>AIR PACK STORAGE</b> A quantity of one (1) air pack compartment will be provided and located on the left 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 will be provided. A painted to match the lower body stainless steel hinged door with a Southco raised trigger C2 chrome 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. The door will have a flanged edge along the top, bottom, and the straight edge of the side opposite the hinge. The side that is hinged as well as the side that is curved/along the wheel well cannot be flanged.</p>
0657524	Compt, Air Bottle, Single, Round, Fender Panel	<p><b>AIR BOTTLE STORAGE (Single)</b> A quantity of two (2) air bottle compartments, 7.75" in diameter x 26.00" deep, will be provided on the left side rearward 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 chrome 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 rubber matting will be provided.</p>

0785424	SP	Storage Bin, Air Bottle, Flat Mount	<b>AIR BOTTLE STORAGE BIN</b> A storage bin will be provided for storage of 24 air bottles. This storage bin will be installed RS5. Each separate air bottle storage compartment will be 7.50" square x 23.00" deep. The storage bin will be formed out of aluminum and the flooring lined with Dura-surf. The storage bin will be mounted flat in order to maximize space in the specified location.
0625049		Cable Restraint, Air Bottle Compartment Door(s)	<b>AIR BOTTLE COMPARTMENT DOOR RESTRAINT</b> The LS and RS, fender compartments ahead of trailer rear axle air bottle compartment doors will include a cable to prevent the door from hitting another surface. There will be two (2) cables installed.
0899898	SP	Hopper, Oil Dry, Inside Compartment, Flush Pawl Latch, 2" Door Lip	<b>OIL DRY HOPPER</b> There will be an oil dry hopper installed in the LS4 Left of the vertical partition. compartment. A door will be provided on the top of the oil dry bin to allow refilling of the bin. The door will have a flush mount pawl latch and a 2.00" lip at the outer edge of the door to be used as a shelf. The bin will be sized for storage of 120 lb or 20.3 gallons (4680 cubic inch) of clay-based oil dry absorbent material. The hopper will have a hand valve on the bottom to control the release of the material. The absorbent material will be discharged through a PVC tube through the floor of this compartment allowing a bucket to be placed under the truck and filled.
0004218		Ladder, 35' Duo-Safety 1200A 2-Sect	<b>EXTENSION LADDER</b> There will be one (1) 35' two (2) section aluminum Duo-Safety Series 1200-A extension ladder(s) provided.
0010406		Ladder, 28' Duo-Safety 1200A 2-Section	<b>AERIAL EXTENSION LADDERS</b> There will be two (2) 28' two (2) section aluminum Duo-Safety Series 1200-A extension ladder(s) provided and located in the aerial torque box.
0652543		Ladder, 20' Duo-Safety 875-DR Roof	<b>ROOF LADDER</b> There will be one (1) 20' aluminum, Duo-Safety, Series 875-DR roof ladder(s) provided.
0590849		Ladder, 14' Duo-Safety 775-DR, 16.00" Wide, Roof Hooks Both Ends, Non-NFPA	<b>ADDED ROOF LADDER</b> There will be one (1) 14' aluminum roof, Series 775 ladder, special 16.00" width, with roof hooks on both ends provided. This ladder is non compliant to NFPA 1931, "Standard on Design of and Design Verification Tests for Fire Department Ground Ladders", section 4.2.2 which states the minimum inside width between beams for single ladders will be 16.00". Per Fire Department specification request of this ladder, the apparatus will be non compliant to the current edition of applicable NFPA standards at time of contract execution.
0542436		Ladder, 16' Duo-Safety 875-DR Roof	<b>ADDED ROOF LADDER</b> There will be one (1) 16' roof, aluminum, Series 875-DR provided.
0620443	SP	Ladder, 14' Duo-Safety 875-DR Roof, 16" Width, Non-NFPA Compliant, Special Order	<b>ADDED ROOF LADDER</b> There will be one (1) 14' roof, aluminum, Duo-Safety, Series 875-DR, 16" width provided. This ladder is non compliant to NFPA 1931, Chapter 4.4.3.1, "Standard on Design of and Design Verification Tests for Fire Department Ground Ladders". Per Fire Department specification request of this ladder, the apparatus will be non compliant to the current edition of applicable NFPA standards at time of contract execution.
0790929	SP	Ladder, 8' Duo-Safety 875-DR Roof	<b>ADDED ROOF LADDER</b> There will be one (1) 8' Duo-Safety Series 875-DR aluminum roof ladder provided on the base section of the aerial device.
0024233		Not Required, Attic Extension Ladder	
0004246		Ladder, 10' Duo-Safety Folding, 585A	<b>AERIAL FOLDING LADDER</b> There will be one (1) 10' aluminum Duo-Safety Series 585-A folding ladder(s) provided and located in the aerial torque box.

0680193	Ladder Storage, Vertically Hinged Doors, Smooth Alum, Grabber Door Brkt, Tiller	<p><b>GROUND LADDER STORAGE</b></p> <p>The ground ladders will be removable from the center rear of the apparatus. The ladders will be individually stored in stainless steel slides and will be arranged in such a manner that any one (1) ladder can be removed without having to move or remove any other ladder. Black Dura-Surf friction reducing material will be added to the stainless steel slides, on the bottom horizontal surfaces, of the ladder storage rack. Vertically hinged double lap doors will be provided at the rear to close the ladder compartment. Doors will be of double pan aluminum construction. Single sheet aluminum doors will not be considered. The lock door will be latched with Eberhard latches with "D" ring handles. There will be a Cast Products grabber door stay bracket provided on the outside of each door to hold it in the open position. A brushed stainless steel scuffplate will cover the entire width and height of the inside pans of the doors.</p>
0602102	Lights, Torque Box Ladder Storage, Truck-Lite 44042C 2lts, LED, Round 4"	<p><b>LADDER STORAGE LIGHTING</b></p> <p>There will be two (2) Truck Lite Model 44042C, 4.00" white LED lights with Model 40700, grommets used to illuminate the torque box ladder storage compartment. One (1) each side will be located on the side wall of the torque box near the ladder storage entry area. The lights will be activated when the ladder storage compartment door is opened.</p>
0004251	Ladder, 8' Duo-Safety Folding, 585A	<p><b>ADDITIONAL FOLDING LADDER</b></p> <p>One (1) 8' aluminum Series 585-A Duo-Safety folding ladder will be installed in a U-shaped trough inside the ladder storage compartment.</p>
0812235	Ladder, Little Giant, Revolution 2.0 - Model 17, 13117	<p><b>ADDITIONAL FOLDING LADDER</b></p> <p>One (1) Revolution 2.0 Model 13117 Little Giant folding ladder will be provided. The stored dimensions will be 55.50" high x 23.75" wide x 9.25" deep. The weight will be 32 lbs. The ladder will be located rear equipment rack (Match 30972).</p>
0670839	Anti-Migration Plate, Ladders, Ladder Storage	<p><b>LADDER PLATE</b></p> <p>A stainless plate with a two bend flange and a stainless steel hinge will be provided to secure the ladder complement. The plate assembly will be mounted to the bottom of the entrance of the ladder storage area. When the plate is vertical, it will secure the ladders and prevent them from migrating to the rear of the apparatus.</p>
0658169	Ladders, Nested, Left Side Ground Ladder Storage	<p><b>NESTED LADDER STORAGE</b></p> <p>There will be nested ladders on the left side of the ladder storage compartment. The ladders will be nested so that one ladder can be removed without removing the adjoining ladder.</p>
0658170	Ladders, Nested, Right Side Ground Ladder Storage	<p><b>NESTED LADDER STORAGE</b></p> <p>There will be nested ladders on the right side of the ladder storage compartment.</p>
0785724	SP Full Enclosure, S/S, Misc. Storage, In Torque Box, 4" W x 10' L, Cargo Netting	<p><b>ENCLOSURE IN TORQUE BOX</b></p> <p>A stainless steel, full enclosure with an open rear will be provided in the open dead space inside of the rear ladder storage area in the torque box for additional storage. The enclosure will be approximately 4.00" wide x 16.50" high x 120" long. A 2.00" black nylon webbing restraint will be provided across the rear of this enclosure. The webbing will fasten with seat belt buckles.</p>
0725549	SP Trough, S/S, Enclosed, Angled, w/1" Lip	<p><b>ENCLOSED S/S TROUGH w/REAR LIP</b></p> <p>There will be one (1) stainless steel trough(s) provided in the torque box ladder storage rack Upper right side of ladder storage rack per ER drawing. The trough(s) will be As wide and tall as possible. The trough will be enclosed, including the rear (inboard) side, and provided at a slight angle towards the rear. A 1.00" lip will be provided on the rear side to help contain equipment in the trough.</p>
0581438	SP Trough, Stainless Steel, Tool Storage, In Torque Box/Ladder Storage	<p><b>ADDITIONAL TOOL STORAGE</b></p> <p>A trough will be provided in the torque box/ladder storage area. The trough will be as high and wide as space allows and will be 10' long. Trough will be constructed of stainless steel and will be located Over LS ladder storage (See ER Drawing)</p>
0724703	Stokes Basket Storage, Trough, In Torque Box/Ladder Compartment, Aerial	<p><b>STOKES STORAGE IN THE TORQUE BOX</b></p> <p>Storage provisions will be provided for a stokes basket in the torque box ladder storage area. The stokes basket to be stored will be 85.00" long x 25.00" wide x 8.00" high.</p>

0790949	Pike Pole, 16' DUO Safety, Fiberglass	<b>PIKE POLE, 16'</b> One (1) pike pole 16' long DUO Safety with a fiberglass handle, will be provided and located in the torque box.
0775907	Pike Pole, 12' DUO Safety, Fiberglass	<b>PIKE POLES</b> There will be one (1) 12' Duo Safety pike pole(s) with fiberglass handles provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.
0789564	Pike Pole, 8' DUO Safety, Fiberglass, Aerial	<b>8' PIKE POLE</b> There will be one (1) 8' Duo Safety pike pole(s) with fiberglass handle provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.
0549137	Not Required, Pike Pole, 6'	
0548410	Not Required, Pole, Pike, 3'	
0068133	Trash Hook, 8' Fire Hooks Unlimited, TRH-8, w/D Handle	<b>ADDITIONAL PIKE POLE(S)</b> There will be one (1) 8' long trash hook(s), Fire Hooks Unlimited, Model TRH-8, with D handle provided and located Ladder Storage Compt..
0770464	Trough, S/S, Torque Box/Ladder Storage, D-Handled Pike Pole/Trash Hooks	<b>PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE</b> There will be a total of one (1) stainless steel trough(s) provided in the torque box/ladder storage area. The trough(s) will accommodate a Nupla fiberglass 10' roof vent/trash hook with D handle.
0770572	Pike Pole Tubes, in Torque Box/Ladder Storage, Alum, Special Notch, NY Style	<b>PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE</b> There will be aluminum tubing provided in the torque box/ladder storage area for a total of five (5) pike poles. The pike pole tube(s) will be notched to allow a New York style pike pole to fit in the tube. If the head of a pike pole can come into contact with a painted surface, a stainless steel scuffplate will be provided.
0532882	Label, "NO STEP"	<b>WARNING LABEL(S)</b> There will be one (1) label(s), indicating "NO STEP", provided top of generator.

0798010	Pump House, 47.50", Tiller, 96" Wide Full Width Both Sides, Res Compt Attached	<p><b>PUMP COMPARTMENT</b>  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 of steel 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.  On both sides, the pump compartment will extend outward to the outside edge of the body. The area where the outlets and inlets are located will be recessed. The area above the pump inlets and outlets will be full width to support the water tank.  The reservoir compartment will be attached to the pumphouse.</p> <p><b>PUMP MOUNTING</b>  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.</p> <p><b>PUMP CONTROL PANELS (Side Control)</b>  All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly marked.  The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners. The left (driver's) side will be fastened with screws.  The gauge and control panels will be two (2) separate panels for ease of maintenance. The side gauge panel will be hinged at the bottom with a full length stainless steel hinge. The fasteners used to hold the panel in the upright position will be quarter-turn type. Vinyl covered cable or chains will be used to hold the gauge panel in the dropped position.  Polished stainless steel trim collars will be installed around all inlets and outlets.  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.  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 in individual chrome plated castings with the identification tag recessed in the casting below the gauge. All remaining identification tags will be mounted on the pump panel in chrome plated bezels. Mounting of the castings and identification bezels will be done with a threaded peg cast on the back side of the bezel or screws.</p>
0723555	Tiller Pump House Finish/Paint	<p><b>TILLER PUMP HOUSE AREA FINISH</b>  The tiller pump house area components will be finished as follows:  The floor of the area under the pump panel will be aluminum treadplate. The remaining interior surfaces, sides and top will be painted lower cab color.  The exterior surfaces of the pump house will be painted to match lower cab.  The water tank/cargo side sheets and area above the pump house will be smooth aluminum and painted to match the upper cab color with a treadplate top.  The water tank top cover will be aluminum treadplate.  The exterior of the crosslays will be match the upper cab color.</p>
0035501	Pump House Structure, Std Height	
0797005	Pump, Waterous, CX, 1500 GPM, Single Stage, Midship Split Shaft	<p><b>PUMP</b>  Fire pump will be a Waterous CX, 1500 gpm, single (1) stage centrifugal type. The pump will be an end suction, pedestal mount, single inlet 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.  Impeller shaft will be stainless steel, accurately ground to size. It will be supported by oil or grease lubricated, anti-friction ball bearings for rigid precise support.  Bearings will be protected from water and sediment by suitable stuffing boxes, slinger rings, and oil seals. No special or sleeve type bearings will be used.</p>
0004482	Seal, Mechanical, Waterous	<p>Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.  The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.  In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.  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.</p>

0816447	Trans, Pump, Waterous C22 Series	<p><b>PUMP TRANSMISSION</b></p> <p>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 using a chain rather than gears, 50 percent 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.</p>
0635600	Pumping Mode, Stationary Only	<p><b>PUMPING MODE</b></p> <p>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.</p>
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	<p><b>AIR PUMP SHIFT</b></p> <p>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.</p>
0003148	Transmission Lock-up, EVS	<p><b>TRANSMISSION LOCK-UP</b></p> <p>The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.</p>
0004547	Auxiliary Cooling System	<p><b>AUXILIARY COOLING SYSTEM</b></p> <p>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.</p>
0014486	Not Required, Transfer Valve, Single Stage Pump	
0777650	Valve, Relief Intake, Akron	<p><b>PUMP INTAKE RELIEF VALVE</b></p> <p>An Akron Style 53 relief valve will be installed on the suction side of the pump preset at 125 psig. The relief valve will have a working range of 50 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.</p>

**PIERCE PRESSURE CONTROLLER**

A Pierce electronic pressure controller will be provided.

A pressure transducer will be installed in the discharge side of the water pump. The transducer continuously monitors pump pressure 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. In pump mode, the controller will be programmed to turn on/default to No Mode/Default Press Setting mode.

In the 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 the pressure mode, the controller can be activated after the pump is engaged. 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 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.

A pump cavitation protection feature will also be provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.

Other 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.

The pressure controller LCD screen will be 4.20" in size with a minimum brightness of 750 nits.

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

Water pump transmission temperature

Fuel Level

Water tank level

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 fuel

Low engine oil pressure

High engine coolant temperature

Water tank out of water (visual alarm only)

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.

0072153

Primer, Trident, Air Prime, Air  
Operated**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.

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.

0602504

Plumbing, Stainless Steel and Hose,  
Single Stage Pump, Tiller**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.

0089437	Plumbing Without Foam System	
0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	<b>MAIN PUMP INLETS</b> 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.
0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	<b>MAIN PUMP INLET CAP</b> 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	<b>VALVES</b> 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 <b>ten (10) year</b> warranty.
0004685	Valve, Inlet(s) - Outside Panel	Inlet valve location will be outside the pump panel.
0004700	Control, Inlet, at Valve	<b>INLET CONTROL</b> 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"	<b>LEFT SIDE INLET</b> 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"	<b>RIGHT SIDE INLET</b> 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.
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	<b>INLET BLEEDER VALVE</b> 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.
0014751	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, Reverse Linkage	<b>TANK TO PUMP</b> The booster tank will be connected to the intake side of the pump with heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. The tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing. The control on the pump panel will be "in" when the valve is open and "out" when the valve is closed. 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"	<b>TANK REFILL</b> 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	<b>DISCHARGE OUTLET CONTROLS</b> 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 3.90" diameter stainless steel handwheel with a dial position indicator built into the center of the handwheel. Any 3.00 inch or larger discharge valve will be a slow-operating valve to meet current edition of applicable NFPA standards.
0004940	Outlet, Left Side, 2.50"	<b>LEFT SIDE DISCHARGE OUTLETS</b> Two (2) discharge outlets with a 2.50" valve will be provided 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	<b>LEFT SIDE OUTLET ELBOWS</b> 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.
0820333	Outlet, Left Side, 2.50" w/3" Plumbing (added)	There will be One (1) discharge outlet with a 3.00" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 13.7.5.3.
0075093	Elbow, Left Side Outlets, 45 Deg, 2.50" FNST x 2.50" MNST, VLH, Additional	<b>ADDITIONAL LEFT SIDE OUTLET ELBOWS</b> 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 the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0004945	Outlet, Right Side, 2.50"	<b>RIGHT SIDE DISCHARGE OUTLET</b> One (1) discharge outlet with a 2.50" valve will be provided on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.
0085096	Elbow, Right Side Outlets, 30 Degree, 2.5" FNST x 2.5" MNST, VLH	<b>RIGHT SIDE OUTLET ELBOWS</b> 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, 30 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	<b>LARGE DIAMETER DISCHARGE OUTLET</b> There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.50" 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	<b>LARGE DIAMETER OUTLET ELBOWS</b> 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.
0092572	Not Required, Outlet, Front	
0092575	Not Required, Outlet, Rear	

0045099	Not Required, Elbow, Rear Outlets	
0092574	Not Required, Outlet, Rear, Additional	
0085695	Not Required, Elbow, Rear Outlets, Large, Additional	
0092573	Not Required, Outlet, Hose Bed/Running Board Tray	
0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	<p><b>DISCHARGE CAPS/ INLET PLUGS</b>  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.</p>
0723042	Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	<p><b>OUTLET BLEEDER VALVE</b>  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.</p>
0029106	Not Required, Deluge Outlet	
0029302	No Monitor Requested	
0029304	No Nozzle Req'd	
0029107	No Deluge Mount	
0029167	Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	<p><b>CROSSLAY HOSE BEDS</b>  Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200' of 1.75" double jacketed hose 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 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish.  Vertical scuffplates constructed of polished 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.</p>
0029196	Not Required, 2.50" Crosslay	
0591145	Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting	<p><b>CROSSLAY/DEADLAY HOSE RESTRAINT</b>  Elastic netting will be provided across the top and ends of two (2) crosslay/deadlay opening(s) to secure the hose during travel. The netting will be permanently attached at the top center of the crosslay/deadlay bed and removable on each end.</p>
0029260	Not Required, Speedlays	
0750536	Hose Restr, Spdly, Not Required, No Spdly	

0044333	Not Required, Foam System	<b>FOAM SYSTEM</b> A foam system will not be required on this apparatus.
0012126	Not Required, CAF Compressor	
0552517	Not Required, Refill, Foam Tank	
0042573	Not Required, Foam System Demonstration	
0045465	Not Required, Foam Tanks	
0091110	Not Required, Foam Tank Drain	
0091079	Not Required, Foam Tank #2	
0091112	Not Required, Foam Tank #2 Drain	
0738072	Approval Dwg, Pump Panel(s), Not Required	
0035570	Pump Panel Configuration, No Match Required	<b>PUMP PANEL CONFIGURATION</b> The pump panel configuration will be neat and orderly.
0562698	Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial	<b>PUMP OPERATOR'S PLATFORM</b> A pull out, flip down platform will be provided at the pump operator's control panel. The front edge and the top surface of the platform will be made of DA finished aluminum with a Morton Cass insert. The platform will be approximately 13.75" deep when in the stowed position and approximately 22.00" deep when extended. The platform stepping surface will be 35.00" wide. The platform will lock in the retracted and the extended position. The sides, bottom and rear portions of the support assembly will be painted to match lower job color. The platform will be wired to the "step not stowed" indicator in the cab.
0667186	Light, Slide-Out Pump Operator Step, OSS Access LED, Short Step	<b>PUMP OPERATOR'S PLATFORM PERIMETER LIGHT</b> There will be an On Scene Solutions, Model Night Stick Access, 20.00" white 12 volt DC LED strip light provided to illuminate the ground area.
0629252	Material, Pump Panels, Side Control Black Vinyl	<b>PUMP AND GAUGE PANEL</b> 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.
0721765	Panel, Pump Access - Right Side Only, Side Control	<b>PUMP ACCESS</b> <b>Right Side Panel</b> The right side upper pump panel will be removable. <b>Panel Fastener</b> The removable panels will be secured with black swell latch. The left side pump panels will be attached with screws. The right side lower pump panel (drain bank) will be attached with screws.
0583824	Light, Pump Compt, WIn 3SC0CDCR LED White	<b>PUMP COMPARTMENT LIGHT</b> There will be two (2) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.
0536401	Gauges, Engine, Included With Pierce Pressure Controller	Engine monitoring graduated LED indicators will be incorporated with the pressure controller.
0005601	Throttle, Engine, Incl'd w/Press Controller	

0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	<p><b>THROTTLE READY GREEN INDICATOR LIGHT</b></p> <p>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.</p>
0549333	Indicators, Engine, Included with Pressure Controller	
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	<p><b>OK TO PUMP INDICATOR LIGHT</b></p> <p>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.</p>
0511078	Gauges, 4.00" Master, Class 1, 30"-0-600psi	<p><b>VACUUM AND PRESSURE GAUGES</b></p> <p>The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated.</p> <p>The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.</p> <p>Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.</p> <p>The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.</p> <p>Test port connections will be provided at the pump operator's panel. One (1) 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 non-corrosive polished stainless steel or brass plugs. They will be marked with a label.</p> <p>This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.</p>
0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	<p><b>PRESSURE GAUGES</b></p> <p>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.</p> <p>Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.</p> <p>Gauges will have a pressure range of 30"-0-400#.</p> <p>The individual pressure gauge will be installed as close to the outlet control as practical.</p> <p>This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.</p>
0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	<p><b>WATER LEVEL GAUGE</b></p> <p>An electric water level gauge will be incorporated in the pressure controller that registers water level by means of nine (9) LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight and have a full 180-degree of clear viewing. To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25 percent. The gauge will have down chasing LEDs when the tank is almost empty. The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.</p> <p>There will be a light driver module with this installation to power additional water level gauge(s) included on the apparatus.</p>
0006774	Not Required, Foam Level Gauge	
0593161	Light Shield, S/S LED	<p><b>LIGHT SHIELD</b></p> <p>There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.</p> <p>There will be 12 volt DC white LED lights installed under the stainless steel light shield 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.</p> <p>One (1) pump panel light will come on when the pump is in ok to pump mode.</p> <p>The switch panel will be lit when the parking brake is set. This is to afford the operator illumination when first approaching the control panel.</p>
0606694	Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	<p><b>AIR HORN SYSTEM</b></p> <p>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.</p>
0606832	Location, Air Horns, Bumper, Left Side, Outside Frame, (Pos #6 & #7)	<p><b>Air Horn Location</b></p> <p>The air horns will be located on the left side of the bumper, outside of the frame rail.</p>
0757092	Control, Air Horn, Multi Select	<p><b>Air Horn Control</b></p> <p>The air horn(s) will be activated by the following:</p>

0757078	Control, Air Horn, Push Button Sw, RS	Right side push button switch
0743360	Control, Air Horn, Ft Sw, LS, Location Fet	Left side foot switch will be To the left of Mechanical siren foot switch. Match 38759.
0534828	Siren, Wln 295SL101, 100 or 200W Removable Mic	<b>ELECTRONIC SIREN</b> There will be a Whelen, Model 295SL 101, 100 or 200 watt electronic siren with noise canceling plug-in microphone will be provided. This siren to be active when the battery switch is on and that emergency master switch is on.
0510206	Location, Elect Siren, Recessed Overhead In Console	Electronic siren head will be recessed in the driver side center switch panel.
0076157	Control, Elec Siren, Horn Ring	<b>SIREN CONTROL</b> The electronic siren will be controllable on the siren head and horn ring only. No foot switches will be required. The driver will have the option to control the siren or the chassis horns from the horn button by means of a selector switch located on the instrument panel.
0649097	Speaker, (1) Wln, SA315P, w/Pierce Painted Job Color Grille, 100 watt	<b>SPEAKER</b> There will be one (1) Whelen, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and painted grille provided. The speaker will be connected to the siren amplifier.
0601551	Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame, Outbrd(Pos 1)	The speaker will be recessed in the right side of the front bumper, towards the outside.
0895281	Siren, Federal Q2B, Littelfuse 24213 Sol	<b>AUXILIARY MECHANICAL SIREN</b> There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus. The Q2B siren will be chrome finish. The siren will have a 2-gauge cable connected to a Littelfuse part number 24213 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.
0578974	Siren, Mechanical, Recessed In Grille, Imp/Vel	The mechanical siren will be mounted recessed in the front grille. The siren mounting will include a reinforcement plate.
0748305	Control, Mech Siren, Multi Select	<b>MECHANICAL SIREN CONTROL</b> The mechanical siren will be activated by the following:
0748279	Control Mech Siren, Push Button Sw, RS	Right side push button switch
0748282	Control Mech Siren, Ft Sw LS	Left side foot switch.
0736165	Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	A momentary switch will be included in the right side overhead switch panel to activate the siren brake.
0736649	Sw, Siren Brake, Momentary Red, Center Console Sw Pnl	A momentary red switch will be included on the center console switch panel to activate the siren brake.
0776528	SP Grille, Speaker, Front Bumper, S/S, Painted	<b>SPEAKER GRILLE</b> There will be one (1) painted stainless steel grille(s) provided, one (1) over each siren speaker in the front bumper. The grille(s) and bumper will be the same color.
0746353	Not Required, Warning Lights Intensity	

0604784	Lightbar, WIn, Freedom IV-Q, 81", RRRRWRsrROptRsrRWRRRR	<p><b>FRONT ZONE UPPER WARNING LIGHTS</b></p> <p>There will be one (1) 81.00" Whelen® Freedom IV™ lightbar mounted on the cab roof. The lightbar will include the following:</p> <p>One (1) red flashing LED module in the driver's side end position.  One (1) red flashing LED module in the driver's side front corner position.  One (1) red flashing LED module in the driver's side first front position.  One (1) red flashing LED module in the driver's side second front position.  One (1) white flashing LED module in the driver's side third front position.  One (1) red flashing LED module in the driver's side fourth front position.  One (1) red steady burning LED module in the driver's side fifth front position.  One (1) red flashing LED module in the driver's side sixth front position.  One (1) 795 LED traffic light controller set to national standard high priority in the center positions.</p> <p>One (1) red flashing LED module in the passenger's side sixth front position.  One (1) red steady burning LED module in the passenger's side fifth front position.  One (1) red flashing LED module in the passenger's side fourth front position.  One (1) white flashing LED module in the passenger's side third front position.  One (1) red flashing LED module in the passenger's side second front position.  One (1) red flashing LED module in the passenger's side first front position.  One (1) red flashing LED module in the passenger's side front corner position.  One (1) red flashing LED module in the passenger's side end position.</p> <p>There will be clear lenses and colored filters 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 by a cab switch with emergency master control.  no momentary switch to activate the traffic light controller.  The white flashing LED modules and the traffic light controller will be disabled when the parking brake is applied.  The eight (8) red flashing LED modules in the front positions may be load managed when the parking brake is applied.</p>
0641379	Bracket, Lightbar, Forward Offset, Custom	<p><b>LIGHTBAR MOUNTING BRACKETS</b></p> <p>There will be a pair of lightbar mounting brackets that will move the lightbar forward of the normal position on the cab roof. These brackets will be made of 12 gauge steel and painted black.</p>
0540439	Light, Front Zone, WIn M6* LED, Colored Lens 2Lts	<p><b>WARNING LIGHTS (Cab Face)</b></p> <p>Two (2) Whelen model M6* LED flashing warning lights with chrome flange will be provided on the front of the cab above the headlights.  The driver's side front warning light to be red.  The passenger's side front warning light to be red.  Both lights will include a lens that is the same color as the LED's.  There will be a switch located in the cab, on the switch panel, to control the lights.</p>
0653937	Flasher, Headlight Alternating	<p><b>HEADLIGHT FLASHER</b></p> <p>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.</p>
0747228	Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6Lts	<p><b>SIDE ZONE LOWER LIGHTING</b></p> <p>There will be six (6) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with black trim installed per the following:  Two (2) lights located, one (1) each side on the front custom cab corner. The driver's side, side front light to include red warning LEDs and the passenger's side, side front light to include blue warning LEDs.  Two (2) lights located, one (1) each side of cab rearward of crew cab doors. The driver's side, side middle light to include red warning LEDs and the passenger's side, side middle light to include red warning LEDs.  Two (2) lights located, one (1) each side, just rearward of the rear wheels. The driver's side, side rear light to include red warning LEDs and the passenger's side, side rear light to include red warning LEDs.  The warning light lens colors to be the same as the LEDs.  There will be a switch in the cab on the switch panel to control the lights.</p>
0895974	Lights, Door Interior Flash, 4 Dr Cab, WIn 3S*00F*R, 3" Round	<p><b>INTERIOR CAB DOOR WARNING LIGHTS</b></p> <p>There will be four (4) Whelen® Model 3S*00F*R, 3.00" round deep flashing LED warning lights with chrome trim.  One (1) light(s) to include red flashing LED's on the left side cab door  One (1) light(s) to include red flashing LED's on the right side cab door.  One (1) light(s) to include red flashing LED's on the right side crew cab door.  One (1) light(s) to include red flashing LED's on the left side crew cab door.  The lens color(s) to be the same as the LEDs.  Each light will be located in the door pan as low and far to the outside as practical.  Each light will be activated when the battery switch is on, respective door is opened and no other controls are on.</p>

0815847	Connectors, Door Interior Flash, All Cabs, Weatherproof	<b>ELECTRICAL CONNECTORS FOR WARNING LIGHTS</b> The lights will be installed with a weatherproof insulated crimped connectors in order to provide ease of connection/disconnection of the circuit applied to.
0750408	Lights, Side, WIn PS*01FCR, 1st	<b>SIDE WARNING LIGHTS</b> There will be ten (10) Whelen® Model PS*01FCR, 1.68" high x 11.11" wide x 0.52" deep flashing LED warning light(s) with chrome trim and clear lenses provided on the side of the apparatus, 1) Centered in rub rail Below RS1, 1) Centered in rub rail below LS1, 1) Centered in rub rail below RS5, 1) Centered in rub rail below LS3, 1) Centered in rub rail below LS5, 1) Centered in rub rail below RS7, 1) Centered in rub rail below RS9, 1) Cente. The light(s) to include red flashing LEDs. These lights will be controlled by the side zone lower switch in the cab. White LEDs will be deactivated when the parking brake is applied. Amber, blue, green and red LEDs may be load manages when the parking brake is applied.
0564654	Lights, Rear Zn Lwr, WIn M6*, Colored Lens, For Tail Light Housing	<b>REAR ZONE LOWER LIGHTING</b> There will be two (2) Whelen®, Model M6*, LED flashing warning lights will be 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 the same color as the LED's. There will be a switch located in the cab on the switch panel to control the lights.
0621947	Light, Rear Zone Up, WIn Rota-Beam R316*F LED Beacon, Color Lens	<b>REAR OF HOSE BED WARNING LIGHTS</b> There will be two (2) Whelen® Rota-Beam™, Model R316*F, 4.00" high x 7.19" wide beacons with the same color domes as the LEDs provided. The rear zone upper light(s) to be red in color. 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	
0791528	Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	<b>TRAFFIC DIRECTING LIGHT</b> 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.
0529278	Location, TDL, Surface Mounted	This traffic directing light will be surface mounted 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.
0006646	Electrical System, 120/240VAC, General Design	<b>ELECTRICAL SYSTEM GENERAL DESIGN for ALTERNATING CURRENT</b> The following guidelines will apply to the 120/240 VAC system installation: <b>General</b> Any fixed line voltage power source producing alternating current (ac) line voltage will produce electric power at 60 cycles plus or minus 3 cycles. Except where superseded by the requirements of the current edition of applicable NFPA standards, all components, equipment and installation procedures will conform to NFPA 70, National Electrical Code (herein referred to as the NEC). Line voltage electrical system equipment and materials included on the apparatus will be listed and installed in accordance with the manufacturer's instructions. All products will be used only in the manner for which they have been listed. <b>Grounding</b> Grounding will be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded systems will not be used. Only stranded or braided copper conductors will be used for grounding and bonding. An equipment grounding means will be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC. The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC. In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. This conductor will have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor properly sized to meet the low voltage and line voltage requirements will be permitted to be used. All power source system mechanical and electrical components will be sized to support the continuous duty nameplate rating of the power source. <b>Operation</b> Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, will be permanently attached to the apparatus

at any point where such operations can take place.

Provisions will be made for quickly and easily placing the power source into operation. The control will be marked to indicate when it is correctly positioned for power source operation. Any control device used in the drive train will be equipped with a means to prevent the unintentional movement of the control device from its set position.

A power source specification label will be permanently attached to the apparatus near the operator's control station. The label will provide the operator with the following information:  
Rated voltage(s) and type (ac or dc)

Phase

Rated frequency

Rated amperage

Continuous rated watts

Power source engine speed

Direct drive (PTO) and portable generator installations will comply with Article 445 (Generators) of the NEC.

#### **Overcurrent protection**

The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device will not exceed 144.00" (3658 mm) in length. For fixed power supplies, all conductors in the power supply assembly will be type THHW, THW, or use stranded conductors enclosed in nonmetallic liquid tight flexible conduit rated for a minimum of 194 degree Fahrenheit (90 degrees Celsius).

For portable power supplies, conductors located between the power source and the line side of the main overcurrent protection device will be type SO or type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees Fahrenheit (90 degrees Celsius).

#### **Wiring Methods**

Fixed wiring systems will be limited to the following:

Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)

or

Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)

Electrical cord or conduit will not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring will be run as follows.

Separated by a minimum of 12.00" (305 mm), or properly shielded, from exhaust piping

Separated from fuel lines by a minimum of 6.00" (152 mm) distance

Electrical cord or conduit will be supported within 6.00" (152 mm) of any junction box and at a minimum of every 24.00" (610 mm) of continuous run. Supports will be made of nonmetallic materials or corrosion protected metal. All supports will be of a design that does not cut or abrade the conduit or cable and will be mechanically fastened to the vehicle.

#### **Wiring Identification**

All line voltage conductors located in the main panel board will be individually and permanently identified. The identification will reference the wiring schematic or indicate the final termination point. When prewiring for future power sources or devices, the unterminated ends will be labeled showing function and wire size.

#### **Wet Locations**

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, will be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location will be not less than 24.00" (610 mm) from the ground.

Receptacles on off-road vehicles will be a minimum of 30.00" (762 mm) from the ground.

The face of any wet location receptacle will be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle will be installed in a face up position.

#### **Dry Locations**

All receptacles located in a dry location will be of the grounding type. Receptacles will be not less than 30.00" (762 mm) above the interior floor height.

All receptacles will be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they will be so marked.

#### **Listing**

All receptacles and electrical inlet devices will be listed to UL 498, Standard for Safety

Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages will be rated for the appropriate service.

#### **Electrical System Testing**

The wiring and associated equipment will be tested by the apparatus manufacturer or the installer of the line voltage system.

The wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900-volts for one (1) minute. The test will be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test will be conducted after all body work has been completed. Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

#### **Operational Test per Current Edition NFPA Standard**

The apparatus manufacturer will perform the following operation test and ensure that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order. The test will be witnessed and the results certified by an independent third-party certification organization.

The prime mover will be started from a cold start condition and the line voltage electrical system loaded to 100 percent of the nameplate rating.

The power source will be operated at 100 percent of its nameplate voltage for a minimum of two (2) hours unless the system meets category certification as defined in the current edition of applicable NFPA standards.

Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current edition of applicable NFPA standards will be applied to the low voltage electrical system during the operational test.

0649150	Generator, Harrison 10kW Hydraulic, Hot Shift PTO, IHT System	<p><b>HYDRAULIC GENERATOR</b></p> <p>There will be one (1) Harrison 10.0 kW hydraulic single phase 60 Hz 120/240 volt AC generator provided.</p> <p>An electrical instrument gauge panel will be provided for the operator to monitor and control all electrical operations and output. The meter and indicators will be installed near eye level in a compartment. Instruments will be flush mounted in an appropriate sized weatherproof electrical enclosure.</p> <p>The hydraulic engagement supply will be operational at any time (no interlocks).</p> <p>There will be two (2) hydraulic loads driven by a transmission power take off unit (PTO) through a Harrison Integrated Hydraulic Technologies (IHT) valve system. This system will include a function manifold to direct the hydraulic fluid from the PTO to the following circuits:</p> <p>The first hydraulic circuit to be the 10.0 kW generator.</p> <p>The second hydraulic circuit to be provided for the Holmotro tool system.</p> <p>There will be a switch located next to the captive rollers on the hydraulic reels to activate the second hydraulic circuit.</p>
0505796	Location, Hydraulic Generator Above Gooseneck of Tiller	<p><b>GENERATOR LOCATION</b></p> <p>The generator will be mounted in the area above the goose neck of the tiller trailer. The flooring in this area will be either reinforced or constructed, in such a manner, that it will handle the additional weight of the generator.</p>
0658370	Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl, Tiller Cab	<p><b>GENERATOR START</b></p> <p>There will be a switch located on the cab instrument panel to engage the generator.</p> <p>There will be another switch located in the tiller cab on the instrument panel to engage the same generator.</p>
0732223	SP Remote Start, Hydraulic Generator, 4 Locations	<p><b>GENERATOR REMOTE START</b></p> <p>There will be a generator remote start/stop switch with indicator light in the following locations:</p> <ul style="list-style-type: none"> <li>within reach of the officer switch panel.</li> <li>Generator control station in LS7.</li> <li>Tied to Aerial Master Switch.</li> <li>within reach of the drivers switch panel.</li> </ul>
0016740	Not Required, Fuel System	
0016767	Not Required, Oil Drain Extension, Generator	
0006738	Circuit Breaker Panel w/Generator	<p><b>CIRCUIT BREAKER PANEL</b></p> <p>A circuit breaker panel will be installed in the D7 mounted on a partition that faces straight out the door for easy access. A directory for each breaker will be provided adjacent to the circuit breaker panel. Identification of circuits will be done in a durable manner that provides years of service.</p>
0095290	Cover, Generator & Hyd Res, On Gooseneck (Tiller)	<p><b>HYDRAULIC GENERATOR COVER</b></p> <p>The hydraulic generator and reservoir will be covered on the front and two sides with bright aluminum treadplate. The top and rear will not be covered. The cover will be attached to the gooseneck. The cover will be louvered as required to provide adequate ventilation and be removeable for maintenance of the generator. Protective edging will be provided along the top edge of the cover.</p>
0016771	Not Required, Routing Exhaust, Generator	
0779717	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 3rd, Interior Body	<p><b>120 VOLT RECEPTACLE</b></p> <p>There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior flip up cover, installed LS4 - TBD at preconstruction. The NEMA configuration for the receptacle(s) will be 5-20R.</p> <p>The receptacle(s) will be powered from the onboard generator to shoreline power transfer switch.</p> <p>There will be a label installed near the receptacle(s) that state the following:</p> <ul style="list-style-type: none"> <li>Line Voltage</li> <li>Current Rating (amps)</li> <li>Phase</li> <li>Frequency</li> </ul>

0779718	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Body	<p><b>120 VOLT RECEPTACLE</b></p> <p>There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior flip up cover, installed RS6 - Location TBD at preconstruction. The NEMA configuration for the receptacle(s) will be 5-20R.</p> <p>The receptacle(s) will be powered from the onboard generator to shoreline power transfer switch. There will be a label installed near the receptacle(s) that state the following:</p> <p>Line Voltage Current Rating (amps) Phase Frequency</p>
0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	<p><b>120 VOLT RECEPTACLE</b></p> <p>There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior duplex flip up cover, installed RS8 - Exact location at preconstruction. The NEMA configuration for the receptacle(s) will be 5-20R.</p> <p>The receptacle(s) will be powered from the onboard generator to shoreline power transfer switch. There will be a label installed near the receptacle(s) that state the following:</p> <p>Line Voltage Current Rating (amps) Phase Frequency</p>
0519934	Not Required, Brand, Hydraulic Tool System	
0649753	Not Required, PTO Driven Hydraulic Tool System	
0649748	Not Required, Hydraulic Hose	
0755072	Aerial, 107' ASL, 750/500 Tip, 50 MPH Wind, Tiller	<p><b>FOUR (4)-SECTION 107 FOOT TRACTOR-DRAWN AERIAL LADDER CONSTRUCTION STANDARDS</b></p> <p>The ladder will be constructed to meet all of the requirements as described in the current edition of applicable NFPA standards.</p> <p>The aerial device will be a true ladder type device.</p> <p>These capabilities will be established in an unsupported configuration.</p> <p>All structural load supporting elements of the aerial device that are made of a ductile material will have a design stress of not more than 50 percent of the minimum yield strength of the material based on the combination of the live load and the dead load. This 2:1 structural safety factor meets the current NFPA standard.</p> <p>All structural load supporting elements of the aerial device that are made of non-ductile material will have a design stress of not more than 20 percent of the minimum ultimate strength of the material, based on the combination of the rated capacity and the dead load. This 5:1 safety factor meets the current NFPA standard.</p> <p>Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire core for increased flexibility. The wire rope will be galvanized to reduce corrosion.</p> <p>The aerial base pivot bearings will be maintenance free type bearings and require no external lubrication.</p> <p>The aerial device will be capable of sustaining a static load one and one-half times its rated tip load capacity (live load) in every position in which the aerial device can be placed when the vehicle is on a firm level surface.</p> <p>The aerial device will be capable of sustaining a static load one and one-third times its rated tip load capacity (live load) in every position the aerial device can be placed when the vehicle is on a slope of five degrees downward in the direction most likely to cause overturning.</p> <p>With the aerial device out of the cradle and in the fully extended position at zero degrees elevation, a test load will be applied in a horizontal direction normal to the centerline of the ladder. The turntable will not rotate and the ladder will not deflect beyond what the product specification allows.</p> <p>All welding of aerial components, including the aerial ladder sections, turntable, pedestal, and outriggers, will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes.</p> <p>The aerial device will be capable of operating in conditions of wind up to 50 mph and icing conditions of up to a 0.25" coating over the aerial structure.</p> <p>All of the design criteria must be supported by the following test data:</p> <p>Strain gage testing of the complete aerial device</p> <p>Analysis of deflection data taken while the aerial device was under test load</p> <p>The following standards for materials are to be used in the design of the aerial device:</p> <p>Materials are to be certified by the mill that manufactured the material</p> <p>Material testing that is performed after the mill test will be for verification only and not with the intent of changing the classification</p> <p>All welded structural components for the ladder will be traceable to their mill lots.</p> <p><b>LADDER CONSTRUCTION</b></p> <p>The ladder is comprised of four (4) sections.</p> <p>The ladder will have the capability to support a minimum of 750 lb at the tip in the unsupported configuration, based upon 360 degree rotation, up to full extension and from -10 degrees to +77 degrees.</p> <p>The ladder (handrails, baserails, trusses, K-braces and rungs) will be constructed of high strength</p>

low alloy steel, minimum 100,000 pounds per square inch yield, with full traceability on all structural members.  
Each section will be trussed diagonally, vertically and horizontally using welded steel tubing. All ladder rungs are round and welded to each section utilizing "K" bracing for lateral and torsional rigidity.

The inside width dimensions of the ladder will be:

Base Section:

41.87"

Lower Mid Section:

34.88"

Upper Mid Section:

27.87"

Fly Section:

21.63"

The height of the handrails above the centerline of the rungs will be:

Base Section:

26.28"

Lower Mid Section:

22.68"

Upper Mid Section:

20.06"

Fly Section:

17.32"

The ladder will be designed to provide continuous egress for firefighters and civilians from an elevated position to the ground.

The egress section will be designed to maintain the rated load of the aerial device. It will be bolted on for easy replacement. There will be a lift eye welded on to each side of the egress.

#### **VERTICAL HEIGHT**

The ladder will extend to a minimum height of 107' above the ground at full extension and elevation. The measurement of height will be consistent with NFPA standards.

#### **HORIZONTAL REACH**

The rated horizontal reach will be 100'. The measurement of horizontal reach will be consistent with NFPA standards.

#### **TURNTABLE**

The upper turntable assembly will connect the aerial ladder to the turntable bearing. The steel structure will have a mounting position for the aerial elevation cylinders, ladder connecting pins, and upper turntable operator's position.

The turntable will be coated with a non-skid, chemical resistant material in the walking areas.

The stepping surfaces will meet the skid-resistance requirements of the current NFPA standard.

The turntable handrails will be a minimum 42.00" high and will not increase the overall travel height of the vehicle. The handrails will be constructed from aluminum and have a slip resistant knurled surface. The turntable vertical handrail spacing will be designed with a 44.00" wide x

27.00" high opening to allow for equipment to pass through from the ground to the aerial ladder.

The opening will be located at the center, rear of the turntable. A chain will be provided across this opening.

#### **ELEVATION SYSTEM**

Dual 5.50" diameter elevating cylinders will be mounted on the underside of the base section of the ladder, one (1) on each side. One (1) 2.25" diameter stainless steel pin will fasten each cylinder to the ladder and one (1) 2.50" diameter stainless steel pin will fasten each cylinder to the turntable. The pins will have 125,000 psi minimum yield strength and will be secured with

0.50" Grade 8 bolts with castle nut and cotter pin. The bolts are to ensure that the pins do not walk out of the mounting brackets on the turntable and base section.

The elevating cylinders will be mounted utilizing maintenance-free spherical bearings on both ends of the cylinders. The aerial base pivot bearings will be maintenance-free type bearings with no external lubrication required.

**The cylinders will function only to elevate the ladder and not as a structural member to stabilize the ladder side movement. The elevating cylinders will be provided with pilot-operated check valves on the barrel and rod side of the piston to prevent movement of the ladder in case of a loss of hydraulic pressure.**

**The operation envelope will be 10 degrees below horizontal to 77 degrees above horizontal.**

The elevation system will be designed following NFPA standards. The elevation hydraulic cylinders will incorporate cushions on the upper limit of travel.

The lift cylinders will be equipped with integral holding valves located in the cylinder to prevent the unit from descending should the charged lines be severed, at any point within the hydraulic system and to maintain the ladder in the bedded position during road travel.

The integral holding valves will NOT be located in the transfer tubes.

The elevation system will be controlled by the microprocessor. Linear transducers will measure the extension of the elevation cylinder. The microprocessor will provide the following features:

**Collision avoidance of the elevation system to prevent accidental body damage**

**Automatic deceleration when the aerial device is lowered into the cradle**

**Automatic deceleration at the end of stroke, in maximum raise and lower positions**

**Deceleration of the aerial device at the limits of travel.**

#### **EXTENSION/RETRACTION SYSTEM**

A hydraulically powered, extension and retraction system will be provided through dual hydraulic cylinders and wire ropes. Each set will be capable of operating the ladder in the event of a failure, of the other. The extension cylinder rod will be chrome plated to provide smooth operation of the aerial device and reduce seal wear. The extension/retraction cylinders will be equipped, with integral holding valves, to prevent the unit from retracting should the charged line be severed, at any point within the hydraulic system. The integral holding valves will NOT be located in the transfer tubes.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall.

The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The extension/retraction system will be controlled by the microprocessor. Linear

transducers will measure the ladder extension. The microprocessor will provide the following features:

Automatic deceleration at the end of stroke, in maximum extend and retract positions  
All sheaves will require lubrication. They will have bronze bushings and grease zerks.

**MANUAL OVERRIDE CONTROLS**

Manual override controls will be provided for all aerial and stabilizer functions.

**LADDER SLIDE MECHANISM**

UHMW polyethylene wear pads will be used between the telescoping ladder sections, to provide greater bearing surface area for load transfer. Adjustable slide pads will be used to control side play between the ladder sections.

**ROTATION SYSTEM**

The aerial will be supplied with a powered rotation system as outlined in NFPA standards. The hydraulic rotation motor will provide continuous rotation under all rated conditions and be supplied with a brake to prevent unintentional rotation. One (1) hydraulically driven, planetary gear box with drive speed reducers will be used to provide infinite and minute rotation control throughout the entire rotational travel. One (1) spring applied, hydraulically released disc type swing brake will be furnished to provide positive braking of the turntable assembly. Provisions will be made for emergency operation of the rotation system should complete loss of normal hydraulic power occur. The hydraulic system will be equipped with pressure relief valves which will limit the rotational torque to a nondestructive power. The gearbox will have a minimum continuous torque rating of 80,000 in. lbs. and a minimum intermittent rating of 160,000 in. lbs. The turntable bearing, ring gear teeth, pinion gear, planetary gearbox, and output shaft will be certified by the manufacturer of the components for the application.

*The rotation system will be controlled by the microprocessor. The microprocessor will provide the following features:*

*Collision avoidance to prevent accidental body damage*

*Prevent the aerial from being rotated into an unstable condition.*

**ROTATION INTERLOCK**

*The microprocessor will be used to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed (short-jacked). The microprocessor will allow full and unrestricted use of the aerial, in the 180 degree area, on the side(s) where the stabilizers have been fully deployed. The system will also have a manual override to comply with the current edition of applicable NFPA standards.*

**LADDER CRADLE INTERLOCK SYSTEM**

*A ladder cradle interlock system will be provided through the microprocessor to prevent the lifting of the aerial device from the nested position until the operator places all the stabilizers in a load supporting configuration. A switch will be installed at the boom support to prevent operation of the stabilizers once the aerial has been elevated from the nested position.*

**AERIAL TORQUE BOX/PEDESTAL**

*The pedestal assembly will be a welded assembly made of high strength 0.25" plate. The vertical member will be a 0.375" reinforced wall cylinder with a 28.00" outside diameter and will connect the rotation bearing mounting plate to the lower substructure.*

*The pedestal assembly will be bolted to the chassis frame with 0.88" diameter Grade 8 bolts, and will be utilized to mount the outrigger jacks and reservoir for the aerial hydraulic system.*

**LOAD CAPACITIES**

*The following load capacities will be established with the stabilizers at full horizontal extension and placed in the down position to level the truck and to relieve the weight from the tires and axles. Capacities will be based upon full extension and 360 degree rotation. A load chart, visible at the operator's station, will be provided. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension.*

**50 MPH WIND CONDITIONS/WATERWAY DRY**

*Degrees of*

*Elevation*

*-10 to 9*

*10 to 19*

*20 to 29*

*30 to 39*

*40 to 49*

*50 to 59*

*60 to 69*

*70 to 77*

*Egress*

*750*

*750*

*750*

*750*

*750*

*750*

*750*

*Fly*

*-*

*-*

*-*

*-*

*-*

*250*

*500*

*750*

*Upper Mid*

*-*

*-*

*-*

*-*

250  
500  
1000  
1000  
**Lower Mid**

-  
-  
-

500  
750  
1000  
1000  
**Base**

-  
-

500  
500  
1000  
1000  
1000

**50 MPH WIND CONDITIONS/WATERWAY CHARGED**

**Degrees of  
Elevation**

-10 to 9  
10 to 19  
20 to 29  
30 to 39  
40 to 49  
50 to 59  
60 to 69  
70 to 77

**Egress**

500  
500  
500  
500  
500  
500  
500  
500

**Fly**

-  
-  
-  
-

250  
500  
500

**Upper Mid**

-  
-  
-

250  
500  
750  
1000

**Lower Mid**

-  
-  
-

250  
500  
750  
1000  
1000  
**Base**

-  
-

250  
500  
750  
1000  
1000

*Reduced loads at the tip can be redistributed in 250 lb increments to the fly, mid, or base sections as needed.*

*The tip capacity will be reduced to zero when flowing water with the nozzle above the waterway centerline.*

**BOOM SUPPORT**

*A heavy-duty boom support will be provided for support of the ladder in the travel position. On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.*

0762413	Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	<p><b>AERIAL BOOM SUPPORT LIGHT</b> There will be one (1) Amdor®, Model AY-LB-12HW012, 190 lumen, 12" long, white LED strip light mounted on the boom support cradle. This light will be activated when the aerial master switch is activated.</p>
0755127	Tie Down, Rope, Per Pair, 9000lb Rating, Trailer Gooseneck, Tiller	<p><b>ROPE TIE DOWN AT GOOSENECK</b> There will be two (2) pairs of rope tie downs provided each side of the tiller gooseneck in the forward and rearward locations. Equal quantities will be provided on each side. The tie downs will be rated for a straight line pull of 9000 lb and will be nickel plated.</p>
0663833	Boom Support, Raised, Tiller	<p><b>SPECIAL HEIGHT BOOM SUPPORT</b> A special height boom support will be provided to raise the aerial device to clear the compartment on top of the body.</p>
0680821	Boom Panel, Pair	<p><b>AERIAL BOOM PANEL</b> There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted Red 90. Customer requests that NO bolts show on the exterior of the panel per previous job #27235. The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.</p>
0526885	Indicator, Extension, Inside and Outside Handrails, Every 10'	<p><b>EXTENSION INDICATOR</b> Extension markings and corresponding numerical indicators will be provided along each inside and outside top rail of the base section of the aerial every 10'. They will indicate various positions of extension up to full. Markings and indicators will be clearly visible to the console operator. To aid in visibility during hours of darkness, the markings and numerical indicators will be red reflective material.</p>
0723719	Steps, Folding, Four, Aerial Device, Trident	<p><b>FOLDING STEPS</b> One (1) set of folding steps will be provided at the tip of the ladder. An additional set of folding steps will be provided at the base of the fly section. The steps will be black powder coated finish with a luminescent tread coating, that is rechargeable from any light source and can hold a charge for up to 24 hours, on the stepping surface. Each step will have no integrated light.</p>
0688232	Rung Covers, Aerial Device	<p><b>AERIAL DEVICE RUNG COVERS</b> Each rung will be covered with a secure, heavy-duty, fiberglass pultrusion that incorporates an aggressive, no-slip coating. The rung covers will be glued to each rung and will be easily replaceable should the rung cover become damaged. The center portion of each rung cover will be black and the outside 2.00" edge at each side will be photoluminescent to assist in providing a light source for each rung during low light conditions. Under no circumstances will the rung covers be fastened to the rungs using screws or rivets. The rung covers will have a 10-year, limited warranty.</p>
0674963	Scabbard, Temporary Vent Saw Storage, No Depth Gauge, Aerial Ladder	<p><b>TEMPORARY SCABBARD AT END OF AERIAL</b> There will be a total of two (2) vent saw scabbard(s) provided. The scabbard(s) will be mounted on each side of the aerial egress. The scabbard(s) will be DA finished.</p>
0678539	Brackets Only, Roof/Wall Ladder, Aerial Fly Section	<p><b>LADDER STORAGE MOUNTING BRACKETS</b> There will be brackets that are painted to match the aerial device provided near the end of the fly section of the aerial for mounting a roof ladder. The mounting brackets will accommodate a 14' Duo-Safety 875-A, 16.00" wide roof/wall ladder as determined by the type of aerial device and the available space.</p>
0786841	Brackets Only, Roof/Fresno Ladder, Base Section, Inboard of Boom Panel	<p><b>LADDER STORAGE MOUNTING BRACKETS</b> Mounting will be provided on each side of the aerial device for storage of two (2) roof ladder(s). The bracket(s) will be located inboard of the boom panel at the base section. The bracket(s) will hold the boom panel as close to the base section as possible and include straps to secure the ladder. The mounting brackets will accommodate a 14' Duo-Safety 775-DR and 8' Duo-Safety 875-DR roof ladder as determined by the type of aerial device and the available space.</p>
0601972	Lights, Turntable Walkway, P25, LED	<p><b>LIGHTS FOR TURNTABLE WALKWAY</b> There will be white LED lights provided at the aerial turntable. The lights will be located to illuminate the entire walking surface of the turntable including the area around the turntable console. These lights will be activated by the aerial master switch.</p>

0601949	Light, Turntable Console, TecNiq T-10, LED Strip Light	<b>TURNTABLE CONSOLE LIGHTING</b>	There will be one (1) TecNiq, Model T10, white LED light strip mounted in the turntable console cover to illuminate the controls located on both the upper and lower portion of the turntable control station. These lights will be activated by the aerial master switch.
0771409	Hoist Rings, S/S, Forward Area of Turntable, Ascendant, LSL	<b>HOIST RINGS</b>	There will be two (2) stainless steel hoist rings located on the turntable. One (1) to be mounted on each side of the vertical surface of the lift cylinder ear at the front of the turntable (aerial side). The rating of each hoist ring will be a maximum of 1000 lb in all directions. There will be a label indicating this rating provided next to the hoist rings.
0771410	SP Eyes,(2) Rear Of T/T,6.00" Off Center,Rope Tie Off,Use w/Rope Tie Bar/LyfePulley	<b>EYELETS FOR ROPE TIE OFF POINTS</b>	Two (2) eyelets will be mounted near the edge at the rear edge of the turntable to be used as a rope tie off point. Eyelets will be provided that are approximately 6.00" off the center on each side. They will be spaced as not to interfere with handrail mounting. The rating on each of these eyelets will be no more than 750 lbs. An adjacent label to each eyelet will indicate this.
0682074	Box, Ladder Belt Storage, Turntable	<b>LADDER BELT STORAGE BOX AT TURNTABLE</b>	A storage box with a hinged cover will be provided at the turntable. The box and cover will be constructed of aluminum treadplate. The box will be large enough to contain four (4) ladder belt (s).
0619248	SP Cover, Raised, Control Station	<b>CONTROL STATION COVER</b>	The cover provided at the turntable control station will be made taller than standard to allow the intercom controls, speaker, 120 volt tip light switch (if applicable), and/or waterway shutoff valve control (if applicable) to be installed under the console cover.
0814632	Control Stations, ASL Tiller, MUX, Color Display, CL714	<b>INFORMATION CENTER</b>	There will be an information center provided at the aerial turntable control station. The information center will operate in temperatures from -40 to 158 degrees Fahrenheit. The information center will employ a Linux operating system and a 7.00" (diagonal measurement) LCD display. The LCD will have a 1000 nits rated, color display. The LCD will be sunlight readable. The LCD display will be encased in an ABS, grey plastic housing with a Pierce decal. There will be five (5), weather-resistant user interface switches provided. The LCD display can be changed to an available foreign language.
		<b>OPERATION</b>	The information center will be designed for easy operation in everyday use. There will be a page button to cycle from one screen to the next screen in a rotating fashion. A video button will allow an NTSC signal into the information center to be displayed on the LCD. If any button is pressed while viewing a video feed, the information center will return to the vehicle information screens. There will be a menu button to provide access to maintenance, setup, and diagnostic screens. All other button labels will be specific to the information being viewed.
		<b>GENERAL SCREEN DESIGN</b>	Where possible, background colors will be used to provide vehicle information <i>At A Glance</i> . If the information provided on a screen is within acceptable limits, a green background color will be used. If the information provided on a screen is not within acceptable limits, an amber background color will indicate a caution condition and a red background color will indicate a warning condition.
			Every screen in the information center will include the aerial tip temperature, the time (12- or 24-hour mode) and a text Alert Center. The time will be synchronized between all Command Zone color displays located on the vehicle. The Alert Center will display text messages for audible alarms. The text messages will identify any items causing the audible alarm to sound. If more than one (1) audible alarm is activated, the text message for each alarm will cycle every second until the problems have been resolved. The background for the Alert Center will change to indicate the severity of the warning message. Amber will indicate a caution condition and red will indicate a warning condition. If a warning and a caution condition occur simultaneously, the red background color will be shown for all Alert Center messages.
			A label will be provided for each button. The label will indicate the function for each active button for each screen. If the button is not utilized on specific screens, it will have a button label with no text.
			Symbols will accurately depict the aerial device type the information pertains to such as rear mount ladder, rear mount platform, mid-mount ladder or mid-mount platform.
		<b>PAGE SCREENS</b>	The Information center will include the following pages: The Aerial Main and Load Chart page will indicate the following information: Rungs Aligned and Rungs Not Aligned will be indicated with text and respective green or red colored ladder symbols. Ladder Elevation will be indicated via a fire apparatus vehicle with ladder symbol with the degree of elevation indicated between the vehicle and ladder. Water Flow (if applicable) will be indicated via a water nozzle symbol and text indicating flow / time. Breathing Air Levels will be indicated via an air bottle symbol and text indicating the percent (%) of air remaining. A green bar graphs shown inside the bottle will indicate oxygen levels above 20%. A red bar graph will indicate oxygen levels at or below 20%. When oxygen levels are at or below 10% the red bar graph will flash. The Aerial Load Chart will indicate the load limit on each section of the ladder based on actual ladder position and water flow (if applicable). <i>At A Glance</i> color features will be utilized on this screen. Caution type conditions will be indicated

via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background. The Aerial Reach and Hydraulic Systems page will indicate the following information: Aerial Hydraulic Oil Temperature will be indicated with symbol and text. At a glance features will be utilized. Aerial Hydraulic Oil Pressure will be indicated with a symbol and text. At a glance features will be utilized. The following calculations will be indicated on a representative vehicle symbol: Aerial Device Extension length. Aerial Device Height indicating the height of the aerial device tip from the ground. Aerial Device Reach indicating the horizontal distance the aerial reaches from the turntable. Aerial Device Angle indicating the angle from the vehicle which the device is at. *At A Glance* color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background. The Level Vehicle page will indicate the following information: The grade of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of grade shown in text format. The symbol will tilt dependent on the vehicle grade. The slope of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of slope shown in text format. The symbol will tilt dependent on the vehicle slope. Outriggers status will be indicated via a colored symbol for each outrigger present. Each outrigger status will be defined as one of the following: Outrigger stowed indicated with a silver pan located close to the vehicle Outrigger fully extended indicated with a fully deployed green outrigger Outrigger short-jacked indicated by a yellow outrigger partially deployed Outrigger not set indicated by a red outrigger that is not set on the ground A text box located on the vehicle symbol will be utilized to identify the overall status of the outrigger leveling system. The following status will be indicated in the text box: Deployed status will indicate all outriggers are properly set on the ground at full extension Shortjacked status will indicate one or more outriggers are set on the ground but not fully extended. Not Set status will indicate one or more outriggers is not properly set on the ground. Stowed status will indicate all outriggers are stowed for vehicle travel. A bedding assist alert will indicate that the aerial device is being aligned by the Command Zone system as the operator lowers the aerial device into the cradle with the joystick. *At A Glance* color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

#### **MENU SCREENS**

The following screens will be available through the Menu button: The View System Information screen will display aerial device hours, aerial PTO hours, ladder aligned for stowing, aerial rotation angle, total water flow (if applicable), and aerial waterway valve status (if applicable). The Set Display Brightness screen will allow brightness increase and decrease and include a default setting button. The Configure Video Mode screen will allow setting of video contrast, video color and video tint. The Set Startup screen allows setting of the screen that will be active at vehicle power-up. The Set Date and Time screen has a 12- or 24-hour format, and allows setting of the time and date. The View Active Alarms screen shows a list of all active alarms including the date and time of each alarm occurrence and shows all alarms that are silenced. The System Diagnostics screen allows the user to view system status for each module and it's respective inputs and outputs. Viewable data will include the module type and ID number; the module version; and module diagnostics information including input or output number, the circuit number connected to that input or output, the circuit name (item connected to the circuit), status of the input or output, and other module diagnostic information. Aerial calibrations screen indicates items that may be calibrated by the user and instructions to follow for proper calibration of the aerial device. Button functions and button labels may change with each screen.

#### **STABILIZER CONTROL STATION**

There will be an easily accessible control station located on the trailer gooseneck, one (1) each side of the apparatus. The following controls and indicator lights will be clearly identified and conveniently located for ease of operation and viewing at each control station.

- Driver Side/Passenger Side In/Out control switches
- Driver Side/Passenger Side Up/Down control switches
- Driver Side/Passenger Side Fully Extended indicator lights
- Driver Side/Passenger Side Firm On Ground indicator lights
- Stabilizer Emergency Power control switch
- Trailer Level Assist control toggle switch
- Global Safety Interlock Override red guarded switch
- Aerial system Emergency Stop switch
- Aerial system Emergency Stop Activated indicator light

#### **TURNTABLE CONTROL STATION**

There will be one (1) device control station located on the right side of the turntable so the operator may easily observe the ladder tip while operating the controls. All elevation, extension and rotation controls will operate from this location. The controls will permit the operator to regulate the speed of the aerial functions, within the safe limits, as determined by the manufacturer and NFPA standards. Each control will be equipped, with a positive lock to hold the control in a neutral position, preventing accidental activation. In addition to the neutral lock, a console cover will be provided at the turntable control station.

The following items will also be provided at the turntable control station, clearly identified and lighted for nighttime operation and conveniently located for ease of operation and viewing:

- Intercom controls
- Tip tracking light switch
- Emergency stop switch
- Emergency power unit switch
- Operator's load chart
- Two (2) position switch for selecting aerial operational speed

**HIGH IDLE**

The high idle will be controlled by the microprocessor. The microprocessor will automatically adjust the engine rpm to compensate for the amount of load placed upon the system. The system will include a safety device that allows activation of the high idle, only when the parking brake is set and the transmission is placed in neutral.

0743299

Remote Tip Controls, ASL/105' MUX

**REMOTE AERIAL CONTROL**

A remote control will be provided whereby all ladder movements can be controlled at the ladder tip, in addition to the control console.

The three (3) ladder functions (extension, rotation, elevation) will be controlled individually by means of spring loaded, return to center 12-volt proportional controls.

A momentary switch at the turntable control station will enable the controls at the ladder tip.

The turntable control console ladder controls will override the ladder tip controls.

The remote control aerial speed will be set in accordance with the current edition of applicable NFPA standards.

**STABILIZERS**

The vehicle will come equipped with a stabilization system consisting of two (2) hydraulically operated out and down style stabilizers. This system will meet or exceed all requirements of the NFPA specifications related to stabilization and setup on sloped surfaces.

The stabilizer/leveling jacks will have a maximum spread of 17' measured from the centerline of the jack footpads when the beams are fully extended. The beams will be 6.81" wide x 8.88" high with 0.75" thick top and bottom plates and 0.50" thick sides of 100,000-PSI minimum yield strength steel. The cylinders will have pilot-operated check valves with thermal relief designed to ensure that the beams will not drift out of the stowed position during travel. Wear pads will guide the stabilizers.

The horizontal extension cylinders will be totally enclosed within the beams and will incorporate telescoping hydraulic tubing to supply the jack cylinder hydraulic power. Stabilizer hydraulic hoses will remain stationary during operation of the stabilizers to prevent hose wear and potential failure. The cylinders will be equipped with decelerators to reduce the speed of extension and retraction when the beams are near the fully retracted and extended positions. The stabilizer extension hydraulic cylinders will have the following dimensions: 2.25" bore, 1.38" rod, and 57.25" stroke.

The vertical jack cylinders will be capable of 12.00" ground penetration. The cylinders will be supplied with pilot operated check valves on each jack cylinder to hold the cylinder in the stowed or working position, should a charged line be severed at any point in the hydraulic system. For safety, the integral holding valves will be located in the cylinder base end, NOT in the transfer tube. Vertical jack cylinder rods will be fully enclosed by a telescoping inner box to protect the cylinder rods from damage. The stabilizer jack hydraulic cylinders will have the following dimensions: 4.25" bore, 3.00" rod, and 28.88" stroke.

Each stabilizer jack will have a pan that will be of the split-pan design and will be a maximum 12.50" wide so as to allow the extension of the stabilizer between parked cars or other obstacles. This pan will serve as a protective guard and a mounting surface for warning lights. The top, forward, and rear edges will be flanged back 90 degrees for added strength.

**STABILIZER PADS**

The stabilizer footpad will be 12.00" in diameter. The footpad will be attached to the jack cylinder rod by means of a machined ball at the end of the jack cylinder rod which mates to a socket machined into the footpad. The footpad will have the ability to pivot 20 degrees from horizontal in any direction to allow setup on uneven terrain.

**AUXILIARY STABILIZER PADS**

An auxiliary ground pad will be supplied for each stabilizer to provide additional load distribution on soft surfaces. The pads will be 24.00" square and made from lightweight composite material. The ground pressure will not exceed 75 lb per square inch when the ground pads are used and the apparatus is fully loaded and the aerial device is carrying its rated capacity in any position. There will be one (1) pad located on each side of the apparatus, behind the stabilizers.

**STABILIZER CONTROLS**

An electrically controlled hydraulic valve will power stabilizer movement. The valve can also be manually controlled in the event of electrical malfunction. Hydraulic power override controls will be incorporated into the valve. The manual override mechanism will be completely sealed within the valve assembly to prevent any possibility of corrosion.

The stabilizer controls will be located on the trailer gooseneck, one (1) each side of the apparatus, to provide the operator with a full view of each stabilizer being positioned. Each stabilizer control panel will include the following:

- Driver Side/Passenger Side In/Out control toggle switches
- Driver Side/Passenger Side Up/Down control toggle switches
- Driver Side/Passenger Side Fully Extended indicator lights
- Driver Side/Passenger Side Firm On Ground indicator lights
- Stabilizer Emergency Power control toggle switch
- Trailer Level Assist control toggle switch
- Global Safety Interlock Override red guarded toggle switch
- Aerial system Emergency Stop mushroom switch
- Aerial system Emergency Stop Activated indicator light

As a safety device, an electrically actuated diverter valve will be provided. The hydraulic power will be diverted to the aerial ladder controls automatically the instant all stabilizer jacks are firmly planted on the ground. Once the aerial ladder is raised from the bedded position, the stabilizer hydraulic power is cut off so the stabilizers will not accidentally be moved while the aerial is being operated.

To aid in leveling the unit, two (2) bubble type angle indicators will be located near the stabilizer controls. One (1) indicator will show the angle of the truck from the front to rear and the other will show the side to side angle of the truck. The indicators will be color coded green to show when the truck has been properly leveled allowing the aerial device to be operated at full capacity.

A stabilizer deployment audible warning alarm will be provided at each side of the body, activated by the stabilizer movement.

A "Stabilizers Not Stowed" indicator light will be provided in the cab within view of the driver. It will illuminate automatically whenever the stabilizers are not fully stowed to prevent damage to the vehicle if it is moved. The stabilizer system will also be wired to the "Do Not Move Truck" indicator light. This light will flash whenever the apparatus parking brake is not engaged and the stabilizers are not fully stowed.

0728961

Stabilizer Pan Material

**STABILIZER PAN MATERIAL**

The aerial stabilizer pans will be smooth aluminum, painted to match the lower body color.

0530819

Not Required, Aerial Stabilizer Pins

**STABILIZER PINS**

The stabilizer jacks will not have holes for the stabilizer pins.

0779621	Doors, Stabilizer Control Box, Valve/Electrical Distribution Box, Tiller	<p><b>STABILIZER CONTROL BOX DOORS</b> There will be aluminum treadplate doors hinged on the bottom with a flush lift and turn latch provided over each stabilizer control box.</p> <p><b>VALVE/POWER DISTRIBUTION BOX ACCESS DOOR</b> There will be aluminum treadplate doors with a flush lift and turn latch provided over the valve and power distribution box doors. These doors will be bottom hinged.</p>
0629913	Lights, Stabilizer Pad Locator, Wln Micro MPB*, Rec Stb S Pn, Sw Ft	<p><b>STABILIZER GROUND ILLUMINATION LIGHT</b> There will be two (2) Whelen Micro Pioneer, Model MPB*, 12 volt DC LED spot light(s) provided. The light(s) will be recessed in the stationary stabilizer pan. The light(s) will indicate where the stabilizer pad will be set down. The painted parts of this light assembly to be black. The light(s) will be recessed into the stabilizer side cover plate on the aerial platform body and trimmed with a polished stainless steel housing/garnish ring. The light(s) will be activated per the following selections: a switch at the driver's side switch panel no additional switch location when the aerial master switch is activated no additional switch location</p>
0540495	Pads, Stabilizer, Modified to Slide On	<p><b>STABILIZER PADS, MODIFIED</b> The two (2) auxiliary stabilizer pads will be modified so they can be installed on the bottom of the stabilizer. The auxiliary stabilizer pad holders on the truck will also be modified.</p>
0747060	Hydraulic System, Special Reservoir, ASL Tiller	<p><b>HYDRAULIC SYSTEM</b> All hose assemblies will be assembled and crimped by the hose manufacturers certified technician. All manufacturing employees responsible for the installation of hydraulic components will be properly trained. Training will include: proper handling, installation, torque requirements, cleanliness and quality control procedures for hydraulic components. Hoses used in the aerial hydraulic system will be of a premium quality hose with a high abrasion resistant cover. All pressure hoses will have a working pressure of 4000 psi and a burst pressure rating of 16,000 psi. All hydraulic fittings and tubing will be plated to minimize corrosion. The fitting will use an O-ring seal where possible to minimize hydraulic leaks. An interlock will be provided that prevents activation of the hydraulic pump until the transmission is placed in neutral and the parking brake is set as outlined in the current NFPA standard. The system will meet the performance requirement of the current NFPA standard, which requires adequate cooling less than 2.5 hours of operations. All hydraulic components that are non-sealing whose failure could result in the movement of the aerial will comply with current NFPA standards and have burst strength of 4:1. Dynamic sealing components whose failure could cause aerial movement will have a margin of 2:1 on maximum operating pressure per the current NFPA standard. All hydraulic hoses, tubes, and connections will have a minimum burst strength of 4:1 per the current NFPA standard. A chassis mounted positive displacement piston pump for consistent pressure and rapid responses will supply hydraulic power for all aerial operations. The positive displacement pump will provide 3,150psi. The hydraulic pump will be solely dedicated to aerial operations. The hydraulic oil will be a premium Multi-Vis product having a leading edge additive package, provide oxidation stability, be extremely shear stable and maximum anti-wear properties. All oil delivered to the manufacturing site will have a minimum ISO cleanliness level of 18/15/13. Each aerial will be evaluated as to the region and climate where it will be used to determine the optimum viscosity and proper oil grade. Oil viscosity will be based on an optimum range of 80 to 1000 SUS during normal aerial use. Before shipment of the unit, an oil sample will be taken and analyzed to confirm the oil is within the allowable ISO grade tolerance. The aerial hydraulic system will have a minimum oil cleanliness level of ISO 18/15/13 based on the ISO 4406:1999 cleanliness standard. Each customer will receive a certificate of actual cleanliness test results and an explanation of the rating system. Each aerial will include an oil sample port, identified with a yellow dust cap and a label, for subsequent customer testing. Ball valves will be provided in the hydraulic suction lines to permit component servicing without draining the oil reservoir. The aerial will incorporate the use of trombone steel tubes inside the stabilizer beams to eliminate hydraulic hose wear and leaks. Hydraulic power to the ladder will be transferred from the pedestal by a hydraulic swivel. The system hydraulic pressure will be displayed on the turntable display. The hydraulic system will be additionally protected from excessive pressure by a secondary pressure relief valve set at 3,150 psi. In the event the main hydraulic pump compensator malfunctions, the secondary relief will prevent system damage.</p> <p><b>HYDRAULIC CYLINDERS</b> All cylinders used on the aerial device will be produced by a manufacturer that specializes in the manufacture of hydraulic cylinders. Each cylinder will include integral safety holding cartridges. Each cylinder will be designed to a minimum safety factor of 4:1 to failure. All safety holding cartridges will be installed at the cylinder manufacturer, in a controlled clean environment to avoid possible contamination and or failure.</p> <p><b>POWER TAKEOFF/HYDRAULIC PUMP</b> The apparatus will be equipped with a power takeoff driven by the chassis transmission and actuated by an electric shift, located inside the cab. The power takeoff which drives the hydraulic pump will meet all the requirements for the aerial unit operations. An amber indicator light will be installed on the cab instrument panel to notify the operator that the power takeoff is engaged. An interlock will be provided that allows operation of aerial power only after the chassis spring</p>

brake has been set and the chassis transmission has either been placed in the neutral position or drive position after the driveline has been disengaged from the rear axle.

The hydraulic system will be supplied by a variable displacement load and pressure compensating piston pump. The pump will meet the demands of all three simultaneous aerial functions. The pump will provide proper flow for single aerial function with the engine at idle speed. A switch will be provided on the control console to increase the engine speed for multiple function operation.

#### **EMERGENCY PUMP**

The hydraulic system will be designed with an auxiliary power unit meeting the guidelines of the current NFPA 1901 standard.

The aerial will be equipped with an emergency hydraulic pump, electrically driven from the truck batteries. The pump will be capable of running for 30 minutes for limited aerial functions to stow the unit in case of a main pump or truck system failure. A momentary switch will be located at the stabilizer and aerial control locations to activate the emergency pump.

#### **AERIAL CONTROL VALVE**

The aerial hydraulic control valve will be designed with special spool flows, limiting the oil flow for the designed function speed. The valve will be electrically controlled and be located in the control console with the handles oriented downward for manual operation. The activation handles will be spaced a minimum of 3.50" for ease of operation. The valve spools will be designed to bleed off downstream pressure, in the neutral position and allow proper sealing of any cylinder holding cartridge.

#### **OIL RESERVOIR**

The oil reservoir will have a minimum capacity of 40 gallons. The oil fill location will be easily accessible and be labeled "Hydraulic Oil Only" and also indicate the grade of oil that is installed in the reservoir. The fill cap will have a 40 micron filter to provide protection from contamination. A drain hose will be included and will terminate with a quarter turn ball valve.

Two suction ports will be provided, one for the main hydraulic pump and one for the emergency pump. The main suction will be slightly elevated off the bottom of the reservoir and include a 100 mesh suction strainer. The emergency suction port will be closer to the bottom of the reservoir to provide some reserve oil for emergency operation.

A six (6) disc type magnetic drain will also be provided to collect any ferrous contaminants.

A combination sight glass and thermometer will be mounted to the reservoir in an easily viewable location.

The hydraulic oil reservoir will be labeled per the current edition of NFPA standard.

#### **RETURN FILTER**

The low pressure oil return filter will be remote mounted and designed to prevent oil loss during filter change. A 50 psi bypass will be included to protect the element and hydraulic system during lower than normal operating temperatures. The system will incorporate the following filter to provide dependable service:

return filter: beta 200 at 6 micron

0786880

Swivels, D-Series w/Encoder, ASL-Tandem/Tiller, MUX (32 Collector Rings)

#### **HYDRAULIC SWIVEL**

The aerial ladder will be equipped with a three (3) port, high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir through the rotation point to the aerial control bank. The hydraulic swivel will allow for 360 degree continuous rotation of the aerial.

#### **ELECTRIC SWIVEL**

The ladder will be equipped with an electric swivel to allow 360 degrees rotation of the aerial while connecting all electrical circuits through the rotation point. A minimum of 32 collector rings will be provided that are capable of supplying 30 amp continuous service. All collector rings will be enclosed and protected with desiccant plugs against condensation and corrosion. No oil or silicone will be used.

#### **12-BIT ABSOLUTE ENCODER**

The aerial ladder will be equipped with a 12-Bit Absolute Encoder which provides 4096 counts per shaft turn for position and direction reference.

The 12-Bit Absolute Encoder will provide a unique binary word to reference each position and direction for all 360 degrees of rotation.

If the power is interrupted for any reason, the 12-Bit Absolute Encoder will allow power to be returned to the system without having to re-zero the settings.

The 12-Bit Absolute Encoder will be an integral part of a micro-processor based control system.

0815131	Electrical System, ASL Tiller, MUX, 10/8 Cable	<p><b>ELECTRICAL SYSTEM</b>  The standard 8 conductor cable to the tip contains 10 AWG conductors.  The aerial device will utilize a microprocessor-based control system. The system will consist of the following components:  <b>Control System Modules</b>  Each of the control system modules will be configured as follows:  Sealed to a NEMA 4 rating  Operating range from -40 degrees F to 185 degrees F (-40 degrees C to 85 degrees C)  Communicate using J1939 data link  Two (2) diagnostic LED light  One (1) green light that illuminates when module has power (B+) and ground  One (1) red light that flashes to indicate the module is capable of communicating via the data link  Ground matrix identification system  The following control system modules will be used:  Control Module  Main controller for the system  USB connection allows for computer diagnostics  Power Module  Built-in fault sensing  Eight (8) digital outputs  Pulse width modulating (PWM) capable  10A continuous per output  Circuit protection based on actual current draw (not affected by heat)  Constant Current Module  Built-in fault sensing  Three (3) analog inputs  Eight (8) digital outputs  Pulse width modulating (PWM) capable  4A continuous per output  Circuit protection based on actual current draw (not affected by heat)  Closed Loop System  Input Module  16 software selectable (digital or analog) inputs  Output Module  16 digital outputs  Input/Output Module  Eight (8) software selectable (digital or analog) inputs  Eight (8) digital outputs</p>
0804781	Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	
0803462	Lights, Tip, WIn MP** LED, 2lts	<p><b>TIP LIGHT</b>  There will be two (2) Whelen® Model MP**, 5,695 lumens 12 volt DC LED lights installed at the tip of the aerial device.  One (1) will be located on the left side with left side tip light to include spot optics.  One (1) will be located on the right side with right side tip light to include spot optics.  The light(s) to be installed on adjustable bail bracket(s).  The painted parts of this light assembly to be black  The lights will be controlled with the tracking lights.</p>
0802753	Lights, Tracking, WIn MP** LED, 2lts	<p><b>TRACKING LIGHTS</b>  There will be two (2) Whelen® MP**, 5,695 lumens 12 volt DC LED lights installed on the base section of the aerial device below the hand rails per the following:  One (1) will be located on the left side with left side tracking light to include spot optics.  One (1) will be located on the right side with right side tracking light to include spot optics.  The light(s) to be installed on adjustable bail bracket(s).  The painted parts of this light assembly to be black.  The tracking lights will be controlled by a switch located at the platform/tip and turntable.</p>
0653677	Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly	<p><b>LIGHTING ON AERIAL LADDER</b>  There will be TecNiq, Model D02 LED rung lighting provided on both sides of the aerial ladder base, lower and upper mid, and fly sections. The lighting will be located adjacent to the ladder rungs along the lower rail of the ladder sections and will run the length of the ladder section.  The color of the sections will be:  The base section of the ladder to be red.  The lower mid section of the ladder to be red.  The upper mid section of the ladder to be red.  The fly section of the ladder, excluding the egress, to be red.  The LED rung lighting will be activated when a switch at the turntable operator's panel is activated through the aerial master and a switch at the turntable operator's panel is activated through the master battery switch.  The lights may be load managed when the parking brake is applied.</p>
0540725	Lights, Stabilizer Warn (1) Set, WIn M6* LED, Rear Colored Lens	<p><b>STABILIZER WARNING LIGHTS</b>  There will be two (2) LED flashing warning lights with chrome flanges installed on the stabilizer cover panels, one (1) each side.  The rear stabilizer pan lights will be red LED with a lens the same color as the LEDs.  These warning lights will be activated by the same switch as the side warning lights.</p>

0068703	Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	<b>STABILIZER BEAM WARNING LIGHTS</b> Two (2) 4.00" diameter red LED flashing lights will be mounted on each stabilizer, one (1) facing forward and one (1) facing rearward. The lights will be Grote Supernova 40 series LED lights. The lights will be recessed in the horizontal beam of the stabilizer. These warning lights will be activated with the aerial master switch.
0601980	Lights, Stabilizer Scene, (1) set, Truck-Lite 40227C, Incandescent	<b>STABILIZER SCENE LIGHTS</b> There will be one (1) Truck-Lite, Model 40227C 4.00" incandescent, scene light installed under each stabilizer beam to illuminate the surrounding area. A total of two (2) lights will be installed. These lights will be activated by the aerial master switch.
0783034	DC Power To Aerial Tip, 13.92 Amps @ 12 Volt DC, ASL	<b>DC POWER CABLE to TIP</b> There will be a cable installed in the aerial device to provide 13.92 amps @ 12 volts DC to the tip of the aerial device.
0724821	SP Intercom, 2-Way Fire Research ICA910 Hands Free (Special Location, Con)	<b>2-WAY AERIAL COMMUNICATION SYSTEM</b> There will be a Fire Research, Model ICA910, two-way intercom system provided. The control module with LED volume display and push-button volume control and speaker will be located in the turntable operator console, provided there is room. A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed. Each intercom unit will be weatherproof.
0540895	Not Required, Breathing Air to Tip, Aerial Ladder	
0024742	Not Required, Mask, Breathing Air To Tip	
0066919	Not Required, Raised Pedestal, Tiller	
0604457	Lifting Eye Assembly, Rope Rescue Attachment, ASL, LSL	<b>LIFTING EYE ASSEMBLY - ROPE RESCUE ATTACHMENT</b> A lifting eye assembly will be provided that is designed to evenly distribute load at the tip of the aerial. The lift eye assembly is retained by two (2) locking pins, one (1) at each end outboard side of the egress. Leveling is maintained by the lifting eye assembly rotating within the egress mounting. The lifting eye assembly rating will match the capacity rating of the aerial device.
0709614	SP Rope Tie Bar At Base Section, for Lyfe Pulley, Compt Storage, Ascend, 105' HDL, Tiller	<b>ROPE TIE BAR AT BASE SECTION, RESCUE LIFTING SYSTEM</b> A removable bracket shall be supplied at the rear of the base section, attached between the left hand and right hand rear hand rails. The bracket shall provide Lyfe Pulley rope tie off and/or guide points spaced 5.75" apart, centered between the rear hand rails. The bracket shall be designed to be easily removable and not interfere with a fully retracted ladder assembly when attached to the base section. The bracket shall be stored in a compartment.
0786677	Rope Tie Bar At Base Section, Painted Box, Rescue Lifting System, w/ Winch	<b>ROPE TIE BAR AT BASE SECTION, RESCUE LIFTING SYSTEM WITH WINCH</b> A removable bracket will be supplied at the rear of the base section, attached between the left hand and right hand rear hand rails. The bracket will provide Lyfe Pulley rope tie off and/or guide points centered between the rear hand rails. The bracket will be designed to be easily removable and not interfere with a fully retracted ladder assembly when attached to the base section. A storage box for the bracket will be provided on the outside rear of the base section. The storage box and bracket will be painted to match the aerial device. There will be a Harken Model 40.2 ST winch with 10.00" (254mm) handle provided and mounted directly to the top of the removable bracket and centered between the rope tie off eyes. The winch will be rated for a 500lb maximum load that will allow straight or horizontal side pulls only. A label will be provided near the winch to indicate the 500lb maximum load.
0808215	LyfePulley, Rescue System	<b>RESCUE LIFTING SYSTEM</b> A rescue lifting attachment will be provided. The lifting attachment will mount to the aerial egress and will consist of a pair of nylatron pulleys mounted to a stainless steel shaft. The pulleys will be adjustable from side to side and will have a total lifting capacity of 750lb, regardless of whether one (1) or both pulleys are being utilized.
0530828	Turntable Access, Chains	<b>AERIAL TURNTABLE CHAIN</b> A chain will be installed at the aerial turntable.

**WATER SYSTEM**

A waterway system will be provided consisting of the following components and features:  
 A 5.00" pipe will be connected to the water supply on one end and to a 5.00" internal diameter water swivel at the rotation point of the turntable. The water swivel will permit 360 degree continuous rotation of the aerial device.  
 The 5.00" waterway swivel is to be routed through the rotation point up to the heel pin swivel. The heel pin swivel will allow the water to flow to the ladder pipe while elevating the aerial ladder from -10 degrees to 77 degrees. The heel pivot pin is not integral with the waterway swivel at any point. The design of the waterway will allow complete servicing of the waterway swivel without disturbing the heel pivot pin.  
 The integral telescopic water system will consist of a 4.50" diameter tube in the base section, a 4.00" diameter tube in the inner mid-section, a 3.50" diameter tube in the outer mid-section, and a 3.00" diameter tube in the fly section. The telescopic waterway will be constructed of anodized aluminum pipe.  
 The aerial will be capable of discharging up to 1000 gpm at 100 psi parallel to the ladder and 90 degrees to each side of center while maintaining the rated tip load.  
 The aerial will be capable of discharging between 1001 and up to 1500 gallons per minute at 100 psi parallel to the ladder and 40 degrees to each side of center while maintaining the rated tip load.  
 The master stream will be capable of flow up to 30 degrees above horizontal.  
 An adjustable pressure relief valve will be furnished to protect the aerial waterway from a pressure surge.  
 Two (2) 1.50" drain valves will be located at the lowest points of the waterway system and will be routed to drain through the center of the 5th wheel.

**WATERWAY SEALS**

The waterway seals will be of type-B PolyPak design, composed of nitrile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated.  
 The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.

0632855	Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	<b>AERIAL MONITOR</b>	<p>An Akron Model 3480 monitor with stow and deploy will be provided at the tip with a Akron 1250 gpm Model 1578. This monitor will allow for an additional 30 degrees of travel above horizontal at the aerial tip.          The monitor's functions will be controlled electrically from two (2) separate locations. One (1) control will be located at the control console and the other at the ladder tip.          There will be a courtesy light at the tip of the aerial to illuminate the controls.          If the aerial has a quick-lock waterway, a limit switch will be provided to disable the extended vertical travel when the monitor is locked to the lower ladder section.</p>
0010758	Flow Meter, Waterway, PAL, 110' Ascendant, MUX	<b>AERIAL WATERWAY FLOW METER</b>	<p>Waterway flow, including total water flowed, will be monitored by the microprocessor. An LCD display will be located at the turntable control station.</p>
0512000	Inlet, Aerial Waterway, 4.00" Plumbing with 5.00" Inlet, Tiller	<b>AERIAL WATERWAY INLET</b>	<p>The aerial waterway will be plumbed from the fifth wheel area to the waterway swivel with 4.00" pipe. A 5.00" inlet will be located on each side of the apparatus complete with a chrome plated cap. The individual "line" pressure gauges for the inlets will be manufactured by Class 1. They will be a minimum of 3.50" in diameter and will have white faces with black lettering. Gauges will be compound type with a vacuum/pressure range of 30.00"-0-600#. The individual pressure gauge will be installed as close to the inlet as practical.</p>
0673128	Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	<b>WATERWAY LOCKING SYSTEM</b>	<p>The aerial ladder waterway monitor will be capable of being positioned at either the fly section or at the next lower section of the ladder.          The monitor location will be changeable by the use of a single handle, located at the side of the ladder.          The handle, attached to a cam bracket, will simply be moved forward to lock the monitor at the fly section and back to lock it to the previous section.          There will be no pins to remove and reinstall.          The monitor will be operational at all times, regardless of its position, without connecting or disconnecting electrical lines.</p>
0768548	Label, Pinnable Waterway Lock, Ascendant	<b>QUICK-LOCK WATER WAY LOCK LABELING</b>	<p>The Quick-Lock waterway locking mechanism will be labeled "LOWER FLY" "RELEASE" "UPPER FLY". Three (3) labels will be installed on the side of the pinnable waterway release lever mounting bracket.</p>
0013164	Elbow, Aerial Inlet, 5" FNST x 5" Storz w/Cap	<b>ADAPTER, STORZ INLET</b>	<p>There will be two (2) 5.00" FNST x 5.00" Storz 30 degree elbow(s) with blind cap provided on each side of the aerial waterway inlets.</p>

0047897	Tools, Aerial	<p><b>TOOLS</b> The following tools will be provided for retorquing of all specified bolts as recommended by the manufacturer: Torque Wrench All Required Extensions, Sockets and Adapters 4-to-1 Multiplier</p>
0668583	Manuals and Training, 4 Consecutive Days, Ascendant Ladder, PAL, English	<p><b>MANUALS</b> Two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device will be provided with the apparatus at time of pick-up. Manuals will be in the English language.</p> <p><b>INITIAL INSTRUCTION</b> On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of four (4) consecutive days.</p>
0645891	Chart, Lubrication Points, Number and Location	<p><b>LUBRICATION CHART</b> two (2) copie(s) of a lubrication chart will be provided with the manuals. The chart will indicate the total number of lubrication points and their locations.</p>
0832200	Cab, Tiller, Sliding Doors, 2025	<p><b>TILLER CAB</b> A permanently mounted tiller cab will be located on top of the tiller trailer, to the rear of the aerial ladder. The maximum overall height of the tiller cab will not exceed 134.00". The tiller cab will be totally enclosed. The cab windshield will be automotive approved tinted safety glass and will provide a minimum of 1,513 square inches of clear viewing area. Each side window, directly rearward of the windshield, will be more than 536 square inches. The side windows, combined with the windshield, will provide a minimum of 2,585 square inches of unobstructed viewing area. In order to provide maximum visibility for the tillerman, there will be no corner posts at the forward corners of the windshield. Two (2) slide back doors, one each side of cab will be provided. Doors will be mounted on top and bottom slides which will be lockable in either open or closed position. A minimum door opening of 21.50" will be provided when entering and exiting the tiller cab. The tiller cab doors will be equipped with drop-down windows. The windows will be 18.00" wide x 31.00" high. The rear wall of the tiller cab will have a vertically-split sliding window. The window will be 33.50" wide x 27.75" high. The tiller cab floor will be constructed of aluminum treadplate. A two (2) speed electric windshield wiper with washer will be provided for the front windshield. The windshield washer reservoir will have a capacity of two (2) quarts and will be located forward of the tiller cab. An adjustable, telescopic steering column will be provided. The diagnostic plug for the trailer ABS system will be provided in the driver side tiller access stepwell, behind the fuel fill door. The following controls/alarms will be provided inside the tiller cab: Buzzer signaling system with push button in tiller cab steering wheel as well as a labeled push button in the tractor cab, within reach of the driver. Jackknife alarm The following will be provided on the steering column support pedestal: Two (2) heater/defroster outlets Heater/defroster control switch The following controls/gauges will be located in the upper control panel: Tiller wheel position indicator LCD color display gauge (L-C-R) Two (2) LED amber turn signals Windshield wiper/washer control switch</p>
0726222	Sun Visor, Smoked Lexan, Tiller Cab	<p>A smoked Lexan™ sun visor will be provided in the tiller cab above the windshield. There will be a black plastic thumb latch provided to help secure the sun visor in the stowed position.</p>
0636262	Light, Dome, Weldon Dual LED 1lt	<p><b>TILLER CAB DOME LIGHT</b> There will be one (1) P1006, dual LED dome light with grey bezel installed in the tiller cab. The color of the LED will be red and white. The white LED will be controlled by the door switches and the lens switch. The color LED will be controlled by the lens switch.</p>
0724595	Heater/Defroster, Tiller Cab, Electric, Dual 12V, 3 Spd, No Thermo, Med Climate	<p><b>TILLER CAB HEATER/DEFROSTER</b> There will be two (2) DC Thermal, Model SA12-4000, combination heater/defroster provided in the tiller cab. The system will be 12 volt and will be powered through the tractor ignition circuit. Each heater will have a max of 5,000BTU. Each heater/defroster will have a 3-speed motor and a high/low heat switch located in the tiller cab within reach of the tillerman. There will be a minimum of two (2) defrost outlets in the cab for maximum defrost performance. The system will be 12 volt and will be powered through the tractor ignition circuit. The heater/defrost system will have an airflow of 220 cfm.</p>

0734216	SP	Air Conditioner, Tiller Cab, Painted, 2019	<p><b>TILLER CAB AIR CONDITIONING</b></p> <p>Air conditioning will be provided for the tiller cab. The unit will be manufactured by Danhard Inc. The air conditioner will have cooling capacity of 13,500 BTU. The in tiller cab venting will route via louvers included on the B-pillar of the tiller cab. The unit will be 120 volt AC and will be run off of the onboard generator. The full load amperage draw will be 12.00 amps in the cooling mode. The evaporator will be located ahead of the tiller cab on the top deck of the tiller trailer. The air conditioning unit will not increase the overall height of the tiller cab. The evaporator cover will be painted to match the job color.</p>
0746465	SP	Seat, Tiller, Pierce PS6, Premium, Air Ride Hi-Back, w/Arm Rests	<p><b>TILLER CAB SEAT</b></p> <p>A seat will be provided in the tiller cab. The seat will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. The seat will have a reclining back adjustable from 20 degrees back to 0 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). An arm rest will be provided on each side of the seat. To ensure safe operation, the seat 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. The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.</p>
0831942	SP	Steps, Tiller Cab Access, w/Reinforced Channels, Moved Rear, Ea Side, 60" Rear Ht	<p><b>TILLER CAB STEPS</b></p> <p>For access to the tiller cab, two (2) sets of steps will be furnished at the rear of the apparatus, one set each side. The steps will be moved rearward and be in alignment with the tiller cab door. The bottom three (3) access steps will be full width, approximately 21.00" wide and the top two (2) steps will be full width, approximately 18.50" wide. The steps will be securely reinforced and constructed of aluminum treadplate. There will be a reinforcing channel provided on the underside of each step. Handrails will be provided on each side of the step assemblies for maximum safety; a vertical handrail will be on the forward side and a candy cane style will be provided on the rearward side. A vertical handrail will also be provided on the tiller cab. The steps will be illuminated for nighttime operation.</p>
0888725	SP	Ind Warn, Cab Seatbelt Warn, Jackknife Warn WIn VTX609B, FB UT-09-515-S, Dual	<p><b>JACKKNIFE ALARM</b></p> <p>There will be two (2) Floyd Bell, Model UT-09-515-S, staccato tone audible alarms and two (2) Whelen, Model VTX609B, blue flashing LED lights activated when the jackknife position approaches the maximum allowable angle which is 65 degrees. There will also be two (2) Floyd Bell, Model UO-09-515-S, whoop tone audible alarms activated when the jackknife position approaches collision which is 80 degrees. One (1) of each alarm and light will be installed in the tractor cab within view of the tractor driver. One (1) of each alarm and light will be installed in the tiller cab within view of the tiller driver. At 80 degrees jackknife position both alarms will sound, the staccato alarm will not deactivate at 80 degrees jackknife position.</p> <p><b>TILLER WARNING INDICATOR</b></p> <p>A warning indicator in the tractor cab will be activated if the parking brake is released and the tiller driver is not seated and buckled in the tiller cab.</p>
0012207		Mirror, 6" Round Convex, Tiller Cab (PR)	<p><b>CONVEX MIRRORS (tiller cab)</b></p> <p>A 6.00" diameter round convex mirror with adjustable arm will be installed on each side of tiller cab.</p>
0600100		Bracket, Wedge, 30 Degree, HVAC Controls	<p><b>HVAC CONTROL BRACKET</b></p> <p>There will be one (1) 30 degree wedge bracket for mounting the A/C/heater/defroster controls onto. This will allow the Tillerman to view the control screens from where he is seated.</p>
0766006		Air Conditioning Condenser Cover, Treadplate, Knockouts	<p><b>AIR CONDITIONER CONDENSER COVER</b></p> <p>There will be a treadplate cover provided over the tiller cab air conditioner condenser. Knockouts will be provided to allow for proper air flow and circulation.</p>
0634358		Steering Shaft, Raised for Raised Rear Body/Tiller Cab	<p><b>TILLER CAB STEERING</b></p> <p>The steering shaft provided for the tiller cab will be designed to accommodate a raised rear body. The rear body will be raised 6.00".</p>
0099824		Footswitch, Engine Start in Tiller Cab, W/Master Override Switch In Tractor Cab	<p><b>ENGINE START IN TILLER CAB</b></p> <p>A foot switch will be provided in the tiller cab on the passenger side to allow the truck to be started. If the switch is not pressed the truck will not start. There will be a master override switch located in the cab which will allow the truck to be started in the unlikely event that the switch at the tiller cab would fail. The switch in the cab will be a covered momentary switch.</p>

0051052	Window Defrost Fans (2)	<b>WINDOW DEFROST FANS</b> Two (2) window defrost fans will be mounted one each side of the tiller steering column .
0615412	Deflectors, Tiller Cab Air Vents, Angled Towards Windshield	<b>VENT DEFLECTORS</b> There will be painted aluminum deflectors provided around the tiller cab air vents to help direct the air towards the windshield to help maintain clear visibility through the tiller cab windshield.
0763551	SP Tinted Glass, Medium Gray, 40-50%, Tiller Cab Door Windows	<b>WINDOW TINT</b> The tiller cab side door sliding windows will be tinted medium gray, a 40-50% tint range.
0732242	SP Tinted Glass, Medium Gray, 40%-50%, Tiller Cab Rear Wall Window	<b>WINDOW TINT</b> The tiller cab rear wall sliding window will be tinted medium gray, a 40-50% tint range.
0821772	SP UV Protection,3M Ceramic IR Series Solar Film,Till Cab Windshield,Dr's,Rear Wind	<b>WINDOW UV PROTECTION</b> The tiller cab windshield, rear wall sliding window and each door window will have 3M™, Ceramic IR series, UV protection film applied.
0768851	SP Air Conditioner and Heater Controls, Angled Panel, Special Loc, Tiller Cab	<b>TILLER CAB HVAC CONTROLS LOCATION</b> The controls for the tiller cab air conditioner and heater will be installed on an angled panel located AC controls RS Dash and Heater Controls LS Dash.
0535631	SP Light, Indicator and Buzzer, Cab and Body Doors Open, Tiller Cab	<b>TILLER INDICATOR LIGHT</b> Two (2) amber indicator lights and buzzers will be provided in the tiller cab to indicate when any driver side or passenger side cab and body doors are open. The lights will be wired into the "door open warning circuit" the same as in the cab. The system will not activate until the parking brake has been released. The indicator lights will be visible to the tillerman in an overhead switch panel, the lights will be labeled "DS DOOR OPEN" and "PS DOOR OPEN".
0521828	SP Door Lock, Keyed, Tiller Cab Door, to Match Cab, Exterior Only	<b>TILLER CAB DOOR LOCKS</b> The door on the tiller cab will be furnished with lockable exterior handles. The tiller door and all cab and crew cab doors will be keyed alike.
0601213	SP Vent Louvers, (2) Aluminum, IPOS, Tiller Cab	<b>VENT LOUVERS</b> The tiller cab vent louvers will be aluminum.
0626771	Trailer, 3.00" Extended Gooseneck, Single Axle Only, Tiller	<b>TILLER TRAILER</b> The gooseneck area of the tiller trailer will be constructed of 100,000 psi minimum yield strength steel. The gooseneck area will have a section modulus of 289.00 cu. in. and a resistance to bending moment of 28,900,000 inch pounds. The gooseneck area will be 46.00" wide x 13.50" deep. The tiller trailer frame will be box type construction to effectively resist trailer twist. The side rails will have a 13.38" tall web over the front and mid sections of the trailer, with a continuous smooth taper to a 10.75" over the tiller axle. The frame rails will be constructed of 80,000 psi minimum yield strength heat treated .38" thick steel, with 3.50" wide flanges and covered by top and bottom plates to form a ridged box structure. Cover plates will be 50,000 psi minimum yield strength steel. The tiller trailer frame will have a section modulus of 257.70 cu. in., and a resisting bending moment (rbm) of 12,880,000 inch pounds over the critical regions of the frame assembly, with a section modulus of 18.96 cu. in. with an rbm of 2,085,803 inch pounds over the rear axle. The overall length of the tiller trailer will be 471.00". The gooseneck area of the trailer will be extended 3.00".
0090681	Walkway, Turntable to Body, Tiller	<b>WALKWAY, TURNTABLE TO BODY</b> A walkway will be provided from the aerial turntable to the tiller body.

0052481	Axle, Tiller Trailer, Oshkosh TAK-4, Non Drive, 22,800#	<p><b>TILLER TRAILER NON DRIVE AXLE</b>  The tiller trailer 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.  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 chamber above rated load.  Camber at load will be zero degrees for optimum tire life.  The kingpin bearing will be of low friction design and be sealed for life.  Toe links that are adjustable for alignment of the wheel to the center of the trailer will be provided.  The wheel ends must 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 turning angle will be up to 24 degrees.</p> <p><b>TILLER TRAILER NON DRIVE AXLE WARRANTY</b>  The non drive axle system will have a <b>three (3) year parts</b> and labor warranty.</p>
0032125	Steering, Sheppard M110 w/tilt, TAK-4, Tiller Trailer	<p><b>TILLER TRAILER STEERING</b>  Dual Sheppard M110 steering gears, with integral heavy-duty power steering, will be provided. The steering wheel will be 18.00" in diameter, and capable of tilting and telescoping. A lock-out pin will be provided on the tiller cab steering column.</p>
0652502	Brakes, Meritor, EX225, 17", Disc Plus, TAK-4, Tiller	<p><b>BRAKES</b>  The tiller trailer brake calipers will be Meritor® DiscPlus™ EX225 air disc type. The brake rotors will be 17.00" ventilated.</p>
0052483	Suspension, Tiller, 22,800#	<p><b>SUSPENSION</b>  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 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 type spring and anchor lock system will allow for simple lean adjustments without the use of shims. Adjustment for a lean will be accomplished within 15 minutes. Anchor adjustment design is such that it allows 4.00" of ride height adjustment per side.  The independent suspension will have been put through a durability test that simulated a minimum of 140,000 miles of inner city driving.</p>
0088777	Tires, Michelin, XZY 3 (wb), 425/65R22.50 20 ply (tiller)	<p><b>TIRES</b>  Tiller trailer tires will be Michelin 425/65R22.50 radials, 20 ply all-position XZY3 wide base tread, rated for 22,800 lb maximum axle load and 65 mph maximum speed.</p>
0037030	Wheels, Alum. Alcoa, 22.50" x 12.25" (385/425), Tiller	<p><b>WHEELS, TILLER</b>  The tires will be mounted on Alcoa® 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)-stud 11.25" bolt circle.</p>
0037050	Oil Seals, Tiller Axle	<p><b>OIL SEALS</b>  Oil seals with viewing window will be provided on the tiller axle.</p>
0007150	Bag of Nuts and Bolts	<p><b>LOOSE EQUIPMENT</b>  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.</p>

0816498	NFPA Required Loose Equipment, Aerial, NFPA/ULC 2024, Provided by Fire Dept	<p><b>NFPA LOOSE EQUIPMENT</b>  <b>NFPA Required Loose Equipment Provided by Fire Department</b>  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 107, <i>American National Standard for High-Visibility Safety Apparel and Accessories</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.  Four (4) ladder belts meeting the requirements of NFPA 2500.</p> <p><b>NFPA Loose Equipment That Should be Considered</b>  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:  Two (2) 3 ft - 4 ft plaster hooks with D handles mounted in brackets fastened to the apparatus  Two (2) crowbars  Two (2) claw tools  Two (2) 12 lb (5 kg) sledgehammers  Four (4) SCBA apparatus  Four (4) SCBA spare cylinders  One (1) first aid kit  Six (6) salvage covers, each a minimum size of 12 ft x 18 ft (3.6 m x 5.5 m)  Four (4) combination spanner wrenches  Two (2) scoop shovels  One (1) pair of bolt cutters, 24.00" (0.6 m) minimum  One (1) 150 ft (45 m) light-use life safety rope meeting the requirements of NFPA 2500  One (1) 150 ft (45 m) general-use life safety rope meeting the requirements of NFPA 2500  One (1) 150 ft (45 m) utility ropes having a breaking strength of at least 5000 lb (2300 kg)  One (1) box of tools to include the following:  one (1) hacksaw with three (3) blades  one (1) keyhole saw  one (1) 12" (.3 m) pipe wrench  one (1) 24" (.6 m) pipe wrench  one (1) ballpeen hammer  one (1) pair of tin snips  one (1) pair of pliers  one (1) pair of lineman's pliers  assorted types and sizes of screwdrivers  assorted adjustable wrenches  assorted combination wrenches  One (1) automatic external defibrillator (AED)</p>
0816941	Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	<p><b>SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT</b>  Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.</p>
0816939	Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	<p><b>DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT</b>  The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.</p>
0816937	Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	<p><b>WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT</b>  The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.</p>
0007482	Not Required, Crowbars	
0007484	Not Required, Claw Tools	
0816998	Axe, Flathead, Provided by Fire Department	<p><b>FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT</b>  The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.</p>
0817000	Axe, Pickhead, Provided by Fire Department	<p><b>PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT</b>  The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.</p>
0007494	Not Required, Sledgehammers	

**PAINT PROCESS**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

Manual Surface Preparation - 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.

Chemical Cleaning and Pretreatment - 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.

Surfacer Primer - 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.

Finish Sanding - 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.

Sealer Primer - 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.

Basecoat Paint - 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.

Clear Coat - 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 manufacturer'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.

0709846

Paint, Two-Tone Color, Velocity/Impel

**CAB TWO-TONE PAINT**

The cab will be painted two-tone, with the upper section painted Pierce 994 (Match 38759) and the lower section painted Pierce 1019 Red (Match 38759). There will be a standard two-tone cab paint break provided.

There will be a high cab shield provided.

0709845

Paint, Single Color, Body

**BODY PAINT**

The body will be painted to match the lower section of the cab.

0509327

Paint, Two Tone, Tiller Cab

**PAINT**

The cab will be two-tone, with the upper section painted Pierce 994 and the lower section of the cab painted Pierce Red 1019.

The paint break will be located Standard Paint Break.

0646897	Paint Chassis Frame Assy, E-Coat, Standard	<p><b>PAINT CHASSIS FRAME ASSEMBLY</b></p> <p>The chassis frame assembly will be finished with primer and gloss paint to match the lower job color before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.</p> <p>Components treated with epoxy E-coat protection prior to paint:</p> <p>Two (2) C-channel frame rails</p> <p>Components that are included with the chassis frame assembly that will be painted not e-coated (unless otherwise stated in a secondary option) are:</p> <ul style="list-style-type: none"> <li>Cross members</li> <li>Axles</li> <li>Suspensions</li> <li>Steering gear</li> <li>Battery boxes</li> <li>Bumper extension weldment</li> <li>Frame extensions</li> <li>Body mounting angles</li> <li>Rear Body support substructure (front and rear)</li> <li>Pump house substructure</li> <li>Steel fuel tank</li> <li>Castings</li> </ul> <p>Individual piece parts used in chassis and body assembly</p> <p>The E-coat process will meet the technical properties shown.</p>
0693797	No Paint Required, Aluminum Front Wheels	
0693792	No Paint Required, Aluminum Rear Wheels	
0809564	No Paint Required, Aluminum Tiller Wheels	
0733739	Paint, Axle Hubs	<p><b>AXLE HUB PAINT</b></p> <p>All axle hubs will be painted to match lower job color.</p>
0887826	Coating, UL-LX, Accessory Compartment Door	<p><b>ACCESSORY COMPARTMENT DOOR</b></p> <p>There will be one (1) accessory compartment door(s) sprayed with black UL-LX® polyurethane/polyurea material. The locations will be B2 - Interior side of Compartment door B2. The lining will be properly installed by an authorized UL-LX dealer.</p>
0823974	SP Coating, Safe-Stride, Top Surf Tiller Trailer, A/C Cond/Hose Line, No Lower Catwalk	<p><b>TRAILER HORIZONTAL COATING</b></p> <p>Portions of the trailer will be coated with grey Safe-Stride® anti-slip coating to help reduce glare for the tillerman.</p> <p>Surfaces to be coated include:</p> <ul style="list-style-type: none"> <li>Top, horizontal surfaces of the front, center and rear body module</li> <li>All drip rails</li> </ul> <p>Tiller cab air conditioning condenser and hose lines will also be covered (if applicable)</p>
0581434	Transit Coating, Carwell, Corrosion Protection, Including Underside	<p><b>TRANSIT COATING</b></p> <p>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.</p> <p>The underside non-painted metal surfaces will also be coated with a corrosion protective coating.</p>
0760810	Coating, Safe-Stride, Tiller A/C, Top of Cover in Front of Tiller Cab	<p><b>TILLER CAB A/C COVER COATING</b></p> <p>There will be grey Safe-Stride® anti-slip coating provided on the top of the tiller A/C evaporator cover directly in front of the tiller cab.</p>
0007230	Compartment, Painted, Spatter Gray	<p><b>COMPARTMENT INTERIOR PAINT</b></p> <p>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.</p>

0790913	Aerial Ladder Paint, Incl Gooseneck, Stabilizers, Tiller	<p><b>AERIAL DEVICE PAINT COLOR</b>  The aerial device paint procedure will consist of a seven (7) step finishing process as follows:  1. <u>Manual Surface Preparation</u> - All exposed metal surfaces on the aerial device structural components above the rotation point will be thoroughly cleaned and mechanically shot-blasted to remove metal impurities and prepare the aerial for painting.  2. <u>Zinc Rich Primer</u> - Zinc rich primer will be applied to the trailer including the gooseneck and stabilizer housings, stabilizer beams and jacks, and upper 5th wheel components.  3. <u>Primer/Surfacer Coats</u> - A two (2) component epoxy primer/surfacer will be applied to the mechanically shot-blasted metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. All seams will be caulked with a two (2) component epoxy caulk before painting.  4. <u>Hand Sanding</u> - The primer/surfacer coat of the outer surfaces of the hand rails and base rails will be lightly sanded to a smooth finish.  5. <u>Primer Coat</u> - A two (2) component epoxy primer coat will be applied over the sanded primer.  6. <u>Topcoat Paint</u> - Urethane base coat will be applied to opacity for correct color matching.  7. <u>Clear Coat</u> - Two (2) coats of an automotive grade two (2) component urethane will be applied. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate.  All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor.  Removable items such as brackets will be removed and painted separately to ensure paint coverage behind all mounted items.  The aerial device components will be painted as follows using the aforementioned seven (7) step finishing process:  Aerial device ladder sections and extension cylinders: charcoal metallic 479  Aerial turntable: charcoal metallic 479  Aerial control console: charcoal metallic 479  Aerial lift cylinders: charcoal metallic 479  Aerial rotation motor (if applicable): charcoal metallic 479  Aerial trailer including the gooseneck and stabilizer housings, 5th wheel components below the rotation point, body support structure, tiller axle and suspension: red 90  Aerial stabilizers: red 90  Aerial egress: #90 red (will be contrasting color to the aerial device ladder sections)  Aerial boom support: red 90</p>
0544124	Reflective Band, 1"-4"-1"	<p><b>REFLECTIVE STRIPES</b>  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 4.00" black stripe with a 1.00" gap and a 1.00" black stripe on the bottom.</p>
0077356	Reflective, Cab Face, Below the S/S Trim Band	<p><b>REFLECTIVE STRIPE ON CAB FACE</b>  The reflective band provided on the cab face will be located below the stainless steel trim band and above the front bumper.</p>
0820104	Stripe, Chevron, Rear, Reflective, NFPA/ULC 2024, Tiller	<p><b>REAR CHEVRON STRIPING</b>  There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus including the rear door. The tillerman cab and rear bumper will not be covered. The colors will be ruby red and black reflective. Each stripe will be 6.00" in width.</p>
0596383	Stripe, Reflective/Diamond Grade, 6" on Stabilizers	<p><b>REFLECTIVE STRIPE ON STABILIZERS</b>  There will be a 6.00" wide black reflective stripe provided on the forward and rear facing side of all aerial stabilizers.</p>
0567374	Stripe, Black Outline each Chevron Stripe @ Rear (Not Warranted)	<p><b>REFLECTIVE STRIPE OUTLINE</b>  A black vinyl outline will be provided for each chevron stripe at the rear of the truck. There will be no warranty provided for this material.</p>
0065687	Stripe, Reflective, Cab Doors Interior	<p><b>CAB DOOR REFLECTIVE STRIPE</b>  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.</p>
0543998	Stripe, Reflective, Tillerman Doors Interior	<p><b>REFLECTIVE STRIPE, TILLERMAN DOORS</b>  A 6.00" x 16.00" black reflective stripe will be provided across the interior of each tillerman's entry door. The stripe will be located approximately 1.00" up from the bottom, on the door panel. This stripe will meet the NFPA 1901 requirement.</p>
0679822	Stripe, Sign Gold, Two-Tone Paint Break with Shield, IPO Chrome Molding	<p><b>CAB STRIPE</b>  There will be a Sign Gold stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.</p>

0679906	Stripe, Sign Gold, Box, Boom Sign with Scrolls, Aerial	<b>BOOM SIGN STRIPING</b> There will be Sign Gold stripes along all edges of the aerial boom sign. The stripes will have an outline and a scroll at each corner.
0594559	Lettering Specifications, (Sign Gold Process)	<b>LETTERING</b> The lettering will be 22 karat gold vinyl.
0685936	Lettering, Sign Gold, 3.00", Each	<b>LETTERING</b> There will be sign gold lettering, 3.00" high, with outline and shade provided. There will be 22 letters provided.
0685732	Lettering, Sign Gold, 14.00", Each	<b>LETTERING</b> There will be sign gold lettering, 14.00" high, with outline provided. There will be six (6) letters provided.
0685750	Lettering, Sign Gold, 9.00", Each	<b>LETTERING</b> There will be sign gold lettering, 9.00" high, with outline and shade provided. There will be 22 letters provided.
0685793	Lettering, Sign Gold, 7.00", Each	<b>LETTERING</b> There will be sign gold lettering, 7.00" high, with outline and shade provided. There will be four (4) letters provided.
0685800	Lettering, Sign Gold, 6.00", Each	<b>LETTERING</b> There will be sign gold lettering, 6.00" high, with outline and shade provided. There will be six (6) letters provided.
0685817	Lettering, Sign Gold, 4.00", Each	<b>LETTERING</b> There will be sign gold lettering, 4.00" high, with outline and shade provided. There will be seven (7) letters provided.
0778135	SP Laminate Lettering on Entire unit for Protection with Goldstar cut	<b>LAMINATE LETTERING ON ENTIRE UNIT WITH GOLDSTAR CUT</b> The lettering on the entire unit will be completely covered with a clear plastic laminate material to protect it and with a goldstar cut.
0655896	Sign Kit, Painted, Holder and Insert, Each	<b>SIGN KIT FOR LETTERING/NUMERALS</b> four (4) painted stainless steel plate(s) and holder(s) will be provided for department lettering. They will be mounted to be determined at precon and 9.75"W X 11"H on the cab sides & front bumper. in size.
0530793	Emblem, American Flag, Flat (Not Moving), Pair, Mirror Images	<b>EMBLEMS</b> There will be one (1) pair of American flag emblems, 12.00" high, installed Located on the gooseneck section of the tiller.. The flag will be flat (not moving) and made out of vinyl material. The pair will be mirror images of each other.
0755303	Artwork File, Provided on Custom USB Drive	<b>ARTWORK ON CUSTOM USB DRIVE</b> There will be a custom USB drive with department specific artwork files provided to the Fire Department. Stock artwork, or artwork developed exclusively by Pierce Manufacturing, and proprietary fonts will not be included on the USB drive.
0684199	Emblem, Maltese Cross, Sign Gold, 15"-17", Pair	<b>EMBLEMS</b> There will be one (1) pair of maltese crosses, comprised of sign gold material, provided and installed Cab Doors, match 38759.

0529225	Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	<p><b>FIRE APPARATUS PARTS CD MANUAL</b>  There will be two (2) custom parts manuals for the complete fire apparatus provided in CD format with the completed unit.  The manuals 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  The manuals 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.  <b>Service Parts Internet Site</b>  The service parts information included in these manuals are also available on the factory 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.</p>
0543577	Manuals, (1) Chassis Service & (1) CD, Custom	<p><b>CHASSIS SERVICE MANUALS</b>  One (1) chassis service manuals containing parts and service information on major components will be provided with the completed unit.  One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.  The manuals 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.</p>
0531638	Manual, Two (2) CD, Chassis Operation, Custom, English	<p><b>CHASSIS OPERATION CD MANUALS</b>  There will be two (2) CD format chassis operation manuals provided. Manuals will be in the English language.</p>
0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	<p><b>ONE (1) YEAR MATERIAL AND WORKMANSHIP</b>  A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.</p>
0611136	Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	<p><b>THREE (3) YEAR MATERIAL AND WORKMANSHIP</b>  The Pierce custom chassis limited warranty certificate, WA0284, is included with this proposal.</p>
0696698	Warranty, Engine, Cummins, 5 Year, WA0181	<p><b>ENGINE WARRANTY</b>  A Cummins <b>five (5) year</b> limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.</p>
0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	<p><b>STEERING GEAR WARRANTY</b>  A Sheppard <b>three (3) year</b> limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.</p>
0595767	Warranty, Frame, 50 Year, Velocity/Impel, WA0038	<p><b>FIFTY (50) YEAR STRUCTURAL INTEGRITY</b>  The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, is included with this proposal.</p>
0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	<p><b>FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY</b>  The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.</p>
0733306	Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	<p><b>SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY</b>  A Meritor™ Axle 5 year limited warranty will be provided.</p>

0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	<b>ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY</b> A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.
0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	<b>TEN (10) YEAR STRUCTURAL INTEGRITY</b> The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.
0744240	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	<b>TEN (10) YEAR PRO-RATED PAINT AND CORROSION</b> A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.
0524627	Warranty, Electronics, 5 Year, MUX, WA0014	<b>FIVE (5) YEAR MATERIAL AND WORKMANSHIP</b> The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0695416	Warranty, Pierce Camera System, WA0188	<b>CAMERA SYSTEM WARRANTY</b> A Pierce fifty four (54) monthwarranty will be provided for the camera system.
0647720	Warranty, Pierce LED Strip Lights, WA0203	<b>COMPARTMENT LIGHT WARRANTY</b> 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	<b>TRANSMISSION WARRANTY</b> The transmission will have a <b>five (5) year/unlimited mileage</b> 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	<b>TRANSMISSION COOLER WARRANTY</b> 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	<b>WATER TANK WARRANTY</b> A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.
0596025	Warranty, Structure, 10 Year, Body, WA0009	<b>TEN (10) YEAR STRUCTURAL INTEGRITY</b> 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	<b>ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY</b> An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of <b>ten (10) years</b> . A <b>five (5) year</b> 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	<b>PUMP WARRANTY</b> The Waterous pump will be provided with a seven (7) yearmaterial and workmanship limited warranty. <b>A copy of the warranty certificate will be included with this proposal.</b>
0648675	Warranty, 10 Year S/S Pumbing, WA0035	<b>TEN (10) YEAR PUMP PLUMBING WARRANTY</b> The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.
0641372	Warranty, Foam System, Not Available	
0006999	Warranty, Structure, 20 Year, Aerial Device, WA0052	<b>TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY</b> The Pierce device limited warranty certificate, WA0052, is included with this proposal.

0687388	Warranty, Swivels, 5 Year, Aerial Device, WA0197	<b>AERIAL SWIVEL WARRANTY</b> An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be included with this proposal.
0088889	Not Required, Additional Aerial Warranty	
0687327	Warranty, Waterway, 10 Year, Aerial Device, WA0198	<b>AERIAL WATERWAY WARRANTY</b> An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate is included with this proposal.
0595860	Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	<b>FOUR (4) YEAR PRO-RATED PAINT AND CORROSION</b> A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.
0725636	Warranty, Harrison Generator, 2 Year	<b>TWO (2) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY</b> A Harrison Hydra-Gen generator two (2) year limited warranty will be provided.
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	<b>TEN (10) YEAR PRO-RATED PAINT AND CORROSION</b> A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.
0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	<b>ONE (1) YEAR MATERIAL AND WORKMANSHIP</b> The Pierce graphics fading and deterioration limited warranty limited warranty certificate, WA0168, is included with this proposal.
0819254	Certification, Vehicle Stability, CD0196	<b>VEHICLE STABILITY CERTIFICATION</b> 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.
0808577	Certification, Engine Installation, Velocity, Cummins X15, 2027	<b>ENGINE INSTALLATION CERTIFICATION</b> 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	<b>POWER STEERING CERTIFICATION</b> 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.
0892701	Certification, Cab Integrity, Impel/Velocity FR, CD0190	<b>CAB INTEGRITY CERTIFICATION</b> 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. <b>Side Impact</b> 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. <b>Roof Crush</b> The same cab will be subjected to a roof crush force of 22,050 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. <b>Additional Roof Crush</b> The same cab will be subjected to a roof crush force of 100,000 lb. (Four and a half times the load criteria of ECE 29) <b>Frontal Impact</b> The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420. <b>Additional Frontal Impact</b> The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420) The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

0548950	Certification, Cab Door Durability, Velocity/Impel, CD0001	<p><b>CAB DOOR DURABILITY CERTIFICATION</b>  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.</p>
0548967	Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	<p><b>WINDSHIELD WIPER DURABILITY CERTIFICATION</b>  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.</p>
0667411	Certification, Electric Window Durability, Velocity/Impel FR, CD0004	<p><b>ELECTRIC WINDOW DURABILITY CERTIFICATION</b>  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.</p>
0549273	Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	<p><b>SEAT BELT ANCHOR STRENGTH</b>  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.</p> <p><b>SEAT MOUNTING STRENGTH</b>  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 that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.</p>
0735950	Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	<p><b>PERFORMANCE CERTIFICATIONS</b></p> <p><b>Cab Air Conditioning</b>  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.</p> <p><b>Cab Defroster</b>  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></p> <p><b>Cab Auxiliary Heater</b>  <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></p>
0545073	Amp Draw Report, NFPA Current Edition	<p><b>AMP DRAW REPORT</b>  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.</p>
0002758	Amp Draw, NFPA/ULC Radio Allowance	
0799248	Appleton/Florida BTO	
0000029	TILLER BODY	

0000012	PIERCE CHASSIS
0004713	ENGINE, OTHER
0046396	EVS 4000 Series TRANSMISSION
0020011	WATEROUS PUMP
0020009	POLY TANK
0028047	NO FOAM SYSTEM
0020006	SIDE CONTROL
0020007	AKRON VALVES
0020015	ABS SYSTEM
0658751	PUMPER BASE



# Electrical Analysis

3/16/2026

**Bid #:** 989  
**Desc:** 107' w/pump & Tank Ascendant Velocity Tiller - City of Turlock Fire (Duplicate to 43739)  
**Customer:** Turlock Fire Department  
**Option:** Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT

**Job #:**  
**Sales Rep:** Young, Dewayne  
**Organization:** Golden State Fire Apparatus, Inc  
**Type:** Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.00	0.00
0098841	Batteries, (6) Deka Grp 31, 1000 CCA each, Threaded Stud		0.00	3.00	0.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0583824	Light, Pump Compt, WIn 3SC0CDCR LED White		0.00	0.72	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
0628472	Light, Map, Overhead, Peterson M371S LED, Rectangular		0.00	0.24	0.00
0629913	Lights, Stabilizer Pad Locator, WIn Micro MPB*, Rec Stb S Pn, Sw		0.00	8.00	0.00
0652881	Lights, Dome, FRP Dual LED		0.00	0.00	0.40
0653350	Guards, Vehicle Camera(s), Painted Smooth Aluminum		0.00	0.00	0.00
0678715	Compt, At Rear Between Tow Eyes, Smooth Alum Sngl Pan Door		0.00	0.00	0.00
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0732223	Remote Start, Hydraulic Generator, 4 Locations		0.00	1.00	0.00
0770696	Aerial PTO Activated with Aerial Master Sw		0.00	0.00	0.08
0780137	Intercom, David Clark, 5-Pos, 2-Radio, (D,O,RPTT), 2obC, TC,		0.00	0.00	0.50
0789602	Stabilizers, ASL Tractor Drawn Steel Aerial, Split Pan, 17' Spread		0.00	2.00	0.00
0804537	Lights, Cornering, Tiller, WIn, 704BU, 2 lts		0.00	1.00	0.00
0804781	Aerial Scene Lts Separated into Aerial Tip Category and Aerial		0.00	0.00	0.00
0805325	Light, Directional, WIn M62T* LED, 15 Degree Angle Bracket,		0.00	1.50	0.00
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
0821239	Wiring, Spare, 20 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir		0.00	0.00	20.00
0821240	Wiring, Spare, 20 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 3rd		0.00	0.00	20.00
0821725	Wiring, Spare, 3 A 12V DC Batt Dir 1st NFPA1900/ULC		0.00	0.00	6.00
0822289	ABS/ATC Wabco Brake System, Single Axle, Tiller, NFPA		0.00	6.00	0.00
0825970	Controls, Electric Windows, All Cab Doors, Impel/Velociry FR, Pnl		0.00	26.00	0.00
0834413	USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir.		0.00	0.00	10.00
0895281	Siren, Federal Q2B, Littelfuse 24213 Sol		0.00	100.00	0.00
0895974	Lights, Door Interior Flash, 4 Dr Cab, WIn 3S*00F*R, 3" Round		0.00	2.00	0.00
0897669	Cab Lift, Elec/Hyd, w/Manual Override, Batt Swtich, Imp/Vel		0.00	180.00	0.00
0653677	Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid,	Load Managed	0.00	0.00	7.20
0693551	Lights, Tractor Scene, WIn M9LZC LED, pair	Load Managed	0.00	0.00	12.00
0724595	Heater/Defroster, Tiller Cab, Electric, Dual 12V, 3 Spd, No	Load Managed	0.00	0.00	75.00
0725783	Lights, Centering, Cab Roof, Tlr, Clipsbl, Attwood NV2002SS-7,	Load Managed	0.00	0.00	1.44
0727540	Spotlight, Golight/RadioRay, Model 20**4GT, LED, 1 Lt	Load Managed	0.00	0.00	3.00
0727946	Lights, WIn, S30M** 30" 12VDC LED, RS Cab, Mt Fet	Load Managed	0.00	0.00	7.20
0736755	Light, WIn, 12V PSL2** Slim Ln, 12 VDC 1st	Load Managed	0.00	0.00	12.00
0741239	HVAC, Heavy-Duty, Impel/Velociry FR, CARE	Load Managed	0.00	0.00	136.00
0748793	Lights, WIn, S44M** 44" 12VDC, RS Body	Load Managed	0.00	0.00	32.40
0748795	Lights, WIn, S44M** 44" 12VDC, LS Body	Load Managed	0.00	0.00	32.40
0750408	Lights, Side, WIn PS*01FCR, 1st	Load Managed	0.00	4.80	3.20
0766481	Lights, WIn, PSL1** Pioneer, 12 VDC, 1st	Load Managed	0.00	0.00	6.00
0776357	Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st	Load Managed	0.00	0.00	13.00
0783530	Mirrors, Ramco, 8000PCHR, All Heated/Remote, w/Convex, Dr	Load Managed	0.00	0.00	8.00
0803462	Lights, Tip, WIn MP** LED, 2lts	Load Managed	0.00	0.00	7.03
0804719	Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts,	Load Managed	0.00	0.00	4.40

\* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



# Electrical Analysis

3/16/2026

<b>Bid #:</b> 989	<b>Job #:</b>
<b>Desc:</b> 107' w/pump & Tank Ascendant Velocity Tiller - City of Turlock Fire (Duplicate to 43739)	<b>Sales Rep:</b> Young, Dewayne
<b>Customer:</b> Turlock Fire Department	<b>Organization:</b> Golden State Fire Apparatus, Inc
<b>Option:</b> Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	<b>Type:</b> Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0815635	Light, WIn, 12V PCPSM2*, 12 VDC, Rear Facing, Id Lts Rr Til Cab	Load Managed	0.00	0.00	12.00
0821261	Wiring, Spare, 20 A 12V DC, 12 Circuit Fuse Block Blue Sea 5026	Load Managed	0.00	0.00	20.00
0822831	Inverter/Battery Charger, Xantrex Frdm XC Pro 818-2010, Sw,	Load Managed	0.00	0.00	195.31
0889659	Lights, WIn, S30M** 30" 12VDC LED, LS Cab, Mtg Fet	Load Managed	0.00	0.00	7.20
0898153	Lights, WIn, PSL1** Pioneer, 12 VDC, 2nd	Load Managed	0.00	0.00	6.00
0002565	Hourmeter, Aerial Inside Cab	NFPA	0.10	0.00	0.00
0002615	Switch, Aerial 12V Master	NFPA	0.08	0.00	0.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0010758	Flow Meter, Waterway, PAL, 110' Ascendant, MUX	NFPA	0.50	0.00	0.00
0059809	Light, Marker, Weldon, 9186-1500 LED, Location	NFPA	0.10	0.00	0.00
0068703	Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	NFPA	1.60	0.00	0.00
0092582	Load Manager/Sequencer, MUX	NFPA	0.56	0.56	0.00
0534828	Siren, WIn 295SL101, 100 or 200W Removable Mic	NFPA	0.80	7.20	0.00
0534987	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts,	NFPA	0.35	0.00	0.00
0536401	Gauges, Engine, Included With Pierce Pressure Controller	NFPA	0.30	0.00	0.00
0540439	Light, Front Zone, WIn M6* LED, Colored Lens 2Lts	NFPA	1.80	2.70	0.00
0540725	Lights, Stabilizer Warn (1) Set, WIn M6* LED, Rear Colored Lens	NFPA	1.80	2.70	0.00
0555915	Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	NFPA	2.10	8.40	0.00
0564654	Lights, Rear Zn Lwr, WIn M6*, Colored Lens, For Tail Light	NFPA	1.80	2.70	0.00
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	NFPA	7.81	0.00	0.00
0568369	Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity	NFPA	1.26	0.00	0.00
0593161	Light Shield, S/S LED	NFPA	3.00	0.00	0.00
0601949	Light, Turntable Console, TecNiq T-10, LED Strip Light	NFPA	0.20	0.00	0.00
0601972	Lights, Turntable Walkway, P25, LED	NFPA	0.35	0.00	0.00
0601980	Lights, Stabilizer Scene, (1) set, Truck-Lite 40227C, Incandescent	NFPA	2.88	0.00	0.00
0602102	Lights, Torque Box Ladder Storage, Truck-Lite 44042C 2lts, LED,	NFPA	1.00	0.00	0.00
0604784	Lightbar, WIn, Freedom IV-Q, 81", RRRRWsrROptRsrRWRRRR	NFPA	8.96	2.68	9.92
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	NFPA	1.00	0.00	0.00
0606017	Light, Do Not Move Apparatus, WIn VTX609R Red LED 2lts, DS	NFPA	0.60	0.90	0.00
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0621947	Light, Rear Zone Up, WIn Rota-Beam R316*F LED Beacon, Color	NFPA	4.50	0.00	0.00
0636262	Light, Dome, Weldon Dual LED 1lt	NFPA	2.00	2.00	0.00
0647245	Cab, Velocity FR, 6000	NFPA	6.80	10.20	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00
0648074	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	NFPA	0.49	0.00	0.00
0648630	Lights, Perimeter Cab, TecNiq E10-WS00-1 LED 4Dr, Angled Brkt	NFPA	3.00	0.00	0.00
0649150	Generator, Harrison 10kW Hydraulic, Hot Shift PTO, IHT System	NFPA	53.47	1.53	0.00
0653937	Flasher, Headlight Alternating	NFPA	0.08	0.00	0.00
0658406	Light, Marker, Britax Rubber Arm, Model 427.200.LB,	NFPA	2.00	0.00	0.00
0667186	Light, Slide-Out Pump Operator Step, OSS Access LED, Short	NFPA	0.65	0.00	0.00
0680193	Ladder Storage, Vertically Hinged Doors, Smooth Alum, Grabber	NFPA	0.90	0.00	0.90
0683224	Compt, F/H, Trans Front, Roll, 6.00" Raised, RS Center, Tiller	NFPA	1.80	0.00	1.80
0683225	Compt, F/H, Trans Roll, Special Width, 6.00" Raised, 92.00"	NFPA	1.80	0.00	1.80
0683228	Compt, F/H, Trans Front, Roll, 6.00" Raised, LS Center, Tiller	NFPA	1.80	0.00	1.80
0683231	Compt, F/H, Trans Roll, Special Width, 6.00" Raised, 92.00" Wide,	NFPA	1.80	0.00	1.80
0709438	Lights, Walk Surf, FRP Flood, LED	NFPA	2.00	0.00	0.00
0721094	Lights, Hose Bed, Not Required, No Hose Bed/Cargo Area	NFPA	1.36	0.00	0.00
0721609	Controller, Pressure, Pierce LCD, Custom Chassis	NFPA	1.70	0.00	0.00

\* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



# Electrical Analysis

3/16/2026

**Bid #:** 989 **Job #:**  
**Desc:** 107' w/pump & Tank Ascendant Velocity Tiller - City of Turlock Fire (Duplicate to 43739) **Sales Rep:** Young, Dewayne  
**Customer:** Turlock Fire Department **Organization:** Golden State Fire Apparatus, Inc  
**Option:** Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT **Type:** Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0724821	Intercom, 2-Way Fire Research ICA910 Hands Free (Special	NFPA	0.50	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
0747228	Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6Lts	NFPA	5.40	8.10	0.00
0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	NFPA	1.23	0.00	0.00
0755072	Aerial, 107' ASL, 750/500 Tip, 50 MPH Wind, Tiller	NFPA	5.00	0.00	0.00
0762413	Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	NFPA	0.18	0.00	0.00
0763582	DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle, Tiller	NFPA	0.60	11.40	0.00
0765826	Cabinet, Rear Facing, LS, 30.5 W x 30 H x 24 D, Ext Acc Only,	NFPA	0.56	0.56	0.00
0769564	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	NFPA	0.30	0.00	0.00
0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door	NFPA	0.80	0.00	0.00
0780173	Lights, Perimeter, TecNiq E10-WS00-1 6.39" LED	NFPA	4.40	0.00	0.00
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/Enf/Imp/Sab/Vel	NFPA	4.20	4.20	0.00
0784035	Cpt,Low F/D Frt Roll/Lift,Low Rr Lap,Spc Stp,10" Rsd Fend,6" Rsd	NFPA	3.60	0.00	3.60
0784038	Cpt,Low F/D Frt Roll,3 Lifts,Low Rr Lap,Spc Stp,10" Rsd Fend,6"	NFPA	3.60	0.00	3.60
0791528	Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	NFPA	0.60	1.20	0.00
0802753	Lights, Tracking, WIn MP** LED, 2lts	NFPA	8.00	0.00	0.00
0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0808499	Engine, Cummins X15, 565 hp, 1850 lb-ft, W/OBD, EPA 2027,	NFPA	6.00	0.00	0.00
0813525	Lights, Step, P25 LED, Tiller, Control, Trim Feature	NFPA	0.50	0.00	0.00
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX,	NFPA	1.20	0.00	0.00
0814632	Control Stations, ASL Tiller, MUX, Color Display, CL714	NFPA	4.26	0.00	0.00
0815943	Cabinet, Rear Facing, RS, 26.5 W x 30 H x 21.5 D, Ext Acc Only,	NFPA	0.30	0.30	0.00
0821860	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door,	NFPA	11.52	0.00	0.00
0840425	Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts,	NFPA	1.15	1.15	0.00
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics,	NFPA	2.00	2.00	0.00
0888060	Lights, Perimeter Body, TecNiq E10-W000-1 4lts, Turntbl/Rr Stp,	NFPA	1.60	0.00	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0892637	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	NFPA	1.00	0.00	0.00
0647728	Alternator, 430 amp, Delco Remy 55SI	S	0.00	0.00	0.00
<b>Load Totals:</b>			<b>200.60</b>	<b>418.10</b>	<b>682.98</b>

Note: Minimum Continuous Load is in "Blocking Right of Way" mode.(Reference current edition of NFPA/ULC)  
 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/ULC)  
 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**

Minimum Continuous Load	
Supply:	253.00
Demand:	200.60
Variance:	52.40

Total Connected Load	
Supply:	369.00
Demand:	282.80
Variance:	86.20

\* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

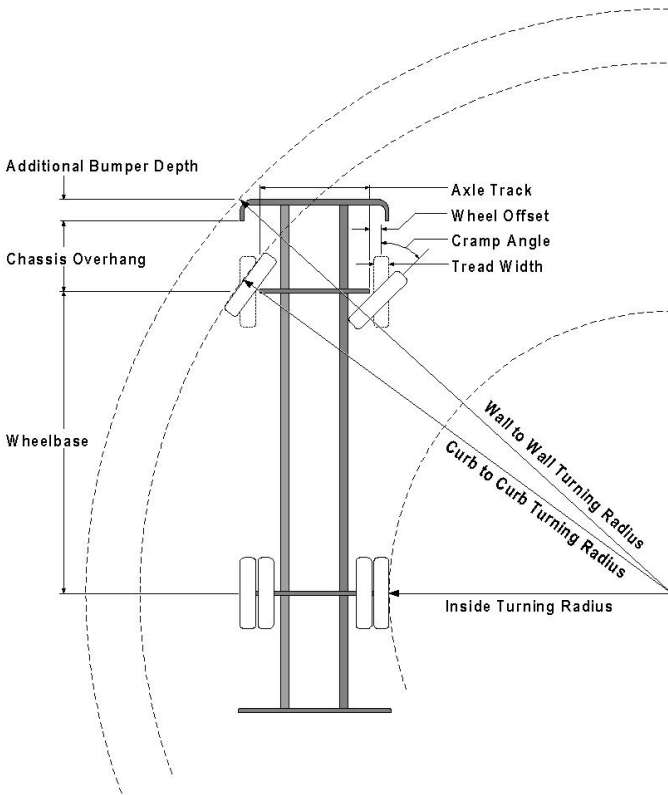


# Turning Performance Analysis

03/16/2026

**Bid Number:** 989  
**Department:** Turlock Fire Department

**Chassis:** Velocity Tractor Chassis (Tiller), (Big Block), 2010  
**Body:** Aerial, Tiller, Alum Body



**Parameters:**

*Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	5.3 in.
Tread Width:	16.3 in.
Chassis Overhang:	65.99 in.
Additional Bumper Depth:	10 in.
Front Overhang:	75.99 in.
Wheelbase:	176 in.

**Calculated Turning Radii:**

Inside Turn:	13 ft. 7 in.
Curb to curb:	27 ft. 3 in.
Wall to wall:	30 ft. 11 in.

Category	Option	Description
Tires, Front	0899288	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Speed
Wheels, Front	0019618	Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot
Aerial Devices	0755072	Aerial, 107' ASL, 750/500 Tip, 50 MPH Wind, Tiller
Bumpers	0790541	Bumper, 10" Ext, Fab, .25" Steel, Painted, 12" H, Imp/Vel
Axle, Front, Custom	0508849	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel

**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



# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship Velocity and Impel Custom Chassis

### 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:	Three (3) Years, or 30,000 Miles, or 5000 Engine Hours
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty applies, where applicable, to Goldstar lamination, defroster heater coil and motor blower assembly (excluding the FET PWM module), heater, air conditioning condenser coil and fan/motor assembly, air conditioning evaporator coil and motor blower assembly (excluding the drain pan pump and thermostat), under seat heaters coil and motor blower assembly (excluding the FET PWM module), HVAC electronic switches, HVAC hoses and hard lines, heater water valve, Pierce PS6 seat frames and hardware, Pierce One-Eleven mirrors, Pierce hands-free scba holder, cracking or color loss of roto-molded components, Meritor rear axle, Wabco ABS system, cab door handles, Standen spring suspension components, and the gauge instrument cluster.

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.

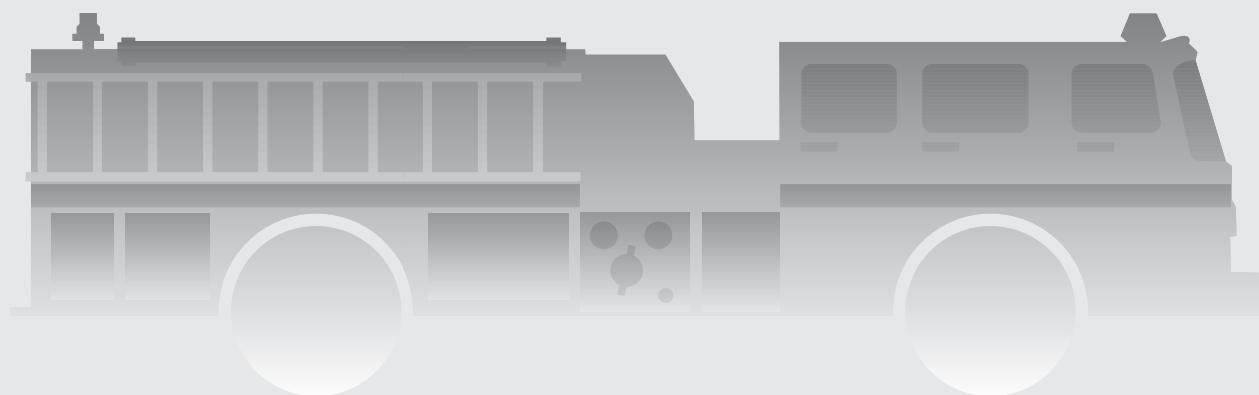
Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



# 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](http://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.



**Cummins Inc.**  
**Box 3005**  
**Columbus, IN 47202-3005**  
**U.S.A.**

Bulletin 3381161  
Printed in U.S.A. Rev. 08/09  
©2001 Cummins Inc.

**R. H. SHEPPARD CO., INC.**  
101 Philadelphia St.  
Hanover, PA 17331  
**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.**  
**Page 2**

**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.**

**Page 3**

**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 Chassis Frame & Crossmembers

### 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 and cross members 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.

2/16/2010 WA0038



# 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"):

<b>Coverage:</b>	<b>The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Five (5) Years</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>The exclusions listed in the attached Meritor warranty description shall apply.</b>

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 TABLE OF CONTENTS

## EFFECTIVE MODEL YEAR 2024 VEHICLES

Linehaul.....	3
General Service .....	6
Heavy Service/Specialty Vehicle .....	9
Fire and Emergency.....	12
Transit Bus .....	14
Off-highway Service.....	15
Terms and Conditions.....	17

### How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl = Unlimited	P = Parts Only P&L = Parts and Labor
-----------------	---	---

**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](http://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 Hauler<sup>1</sup>
- Bulk Hauler<sup>1</sup>
- Chip Hauler<sup>1,2</sup>
- Doubles
- Flatbed
- General Freight
- Grain Hauler<sup>1</sup>
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker<sup>1</sup>
- Triples

<sup>1</sup> Cummins-Meritor classifies these vehicle types as high center of gravity, which require special axle housing considerations.

<sup>2</sup> 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 <sup>1,2</sup>	RS-23-160	RS-23-185
RS-21-160	MS-23-17X <sup>2</sup>	RS-23-161	RS-23-186

<sup>1</sup> Not approved for use in any Category B job sites, terminals, docks or transfer sites.

<sup>2</sup> 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 <sup>1,2</sup>	RZ-166 <sup>2</sup>	MA-40-17H <sup>3</sup>	MT-34-14X/P <sup>4</sup>	MT-40-14X/P <sup>4</sup>
RT-46-160/P <sup>1,2</sup>	RT-50-160/P <sup>1,2</sup>	RZ-188	MT-40-14T/P	MT-40-14H/E <sup>3,4</sup>
RT-46-164/P <sup>1,2</sup>	MA-40-165	MA-40-175	MT-40-14X/P <sup>4</sup>	

<sup>1</sup> These models required for Chip Hauler and Linehaul warranty consideration.

<sup>2</sup> 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.

<sup>3</sup> Not approved for use in any Category B job sites, terminals, docks or transfer sites.

<sup>4</sup> 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 Axles<sup>1</sup>

Beam and Brackets	5/500/P, 1/100/L
TPX3000 Axle Series <sup>2</sup>	10/Unl/P, 1/Unl/L
Wheel End Systems <sup>3</sup>	
Standard System <sup>4</sup>	1/100/P&L
AxlePak5	5/Unl/P&L
AxlePak7 <sup>5</sup>	7/Unl/P&L

<sup>1</sup> For brake components and ABS coverage, refer to appropriate product warranties.

<sup>2</sup> Structural components only excluding spindle wear. Spindle wear is 5/Unl/P, 1/Unl/L.

<sup>3</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>4</sup> When installed by Cummins-Meritor.

<sup>5</sup> 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 Axles<sup>1</sup>

TQ, TR Beam and Brackets	5/750/P&L
--------------------------	-----------

<sup>1</sup> For brake components and ABS coverage, refer to appropriate product warranties.

## Trailer Mechanical Suspension Systems<sup>1</sup>

IMS40 (Integrated Mechanical Suspension – Tandem) <sup>2</sup>	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) <sup>2</sup>	1/Unl/P&L

<sup>1</sup> For axle coverage, refer to appropriate product warranties.

<sup>2</sup> All other suspension components refer to appropriate manufacturer's warranty.

## Trailer Air Suspension Systems

MPA40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty <sup>2</sup>	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

<sup>1</sup> 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.)

<sup>2</sup> "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™ <sup>1</sup>	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™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ L and EX+LS Air Disc Brake™ <sup>3</sup>	5/500/P, 1/Unl/L
EX+L Air Disc Brake Extended Standard Warranty <sup>3,4</sup>	5/500/P&L

<sup>1</sup> For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

<sup>2</sup> Based on stamped wear diameter max.

<sup>3</sup> Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

<sup>4</sup> 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
-----------------	------------------

# 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 <sup>1</sup>	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	

<sup>1</sup> 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 <sup>1</sup>	RS-23-186	MS-26-616-SP
MS-17-14X	MS-23-17X	RC-23-165 <sup>1</sup>	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

<sup>1</sup> 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 <sup>1</sup>	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 <sup>1</sup>	

<sup>1</sup> 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
-------------	-------------	-------------	-------------	--------

## Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A
---------	---------

## Brake Components

Cam Q Series Trailer Brakes <sup>1</sup>	3/Unl/P, 1/Unl/L
Cam P <sup>2</sup>	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>1,2</sup>	2/200/P&L
ASA	3/Unl/P
ASA <sup>2</sup>	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™ <sup>3</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™ <sup>4</sup>	2/Unl/P&L

<sup>1</sup> For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III or Chassis Protect.

<sup>2</sup> Applies to Tour Bus and Cross Country Coach only.

<sup>3</sup> Based on stamped wear diameter max.

<sup>4</sup> 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 Axles<sup>1</sup>

Beam and Brackets <sup>2</sup>	5/Unl/P, 1/Unl/L
TPX4000 Axle Series <sup>3</sup>	10/Unl/P, 1/Unl/L
Wheel End Systems <sup>4</sup>	
Standard System <sup>5</sup>	1/Unl/P&L
AxlePak5	5/Unl/P&L
AxlePak7 <sup>6</sup>	7/Unl/P&L
AxlePak10 <sup>7</sup>	10/Unl/P&L

<sup>1</sup> For brake components and ABS coverage, refer to appropriate product warranties.

<sup>2</sup> 9000 Series is 3/Unl/P, 1/Unl/L

<sup>3</sup> Structural components only excluding spindle wear. Spindle wear 5/Unl/P, 1/Unl/L.

<sup>4</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>5</sup> When installed by Cummins-Meritor.

<sup>6</sup> 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.

<sup>7</sup> AxlePak10 is limited to Intermodal Chassis applications equipped with TPX4000 series axles.

## TAG/Pusher Axles<sup>1</sup>

TQ, TR Beam and Brackets	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946 <sup>2</sup>	2/Unl/P&L

<sup>1</sup> For brake components coverage, refer to appropriate product warranties.

<sup>2</sup> 3/Unl/P&L if sold with PreSet by Cummins-Meritor.

## Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
-----------------	------------------

## Trailer Mechanical Suspension Systems<sup>1</sup>

IMS40 (Integrated Mechanical Suspension – Tandem) <sup>2</sup>	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) <sup>2</sup>	1/Unl/P&L

<sup>1</sup> For axle coverage, refer to appropriate product warranties.

<sup>2</sup> All other suspension components refer to appropriate manufacturer's warranty.

## Trailer Air Suspension Systems<sup>1</sup>

MPA40 (Tandem Axle Parallelogram) <sup>2</sup>	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty <sup>3</sup>	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 <sup>4</sup>	5/Unl/P, 3/Unl/L
Shock Absorbers	2/Unl/P&L
Lift Kit System	1/Unl/P&L

<sup>1</sup> For axle coverage, refer to appropriate product warranties.

<sup>2</sup> Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor.

<sup>3</sup> "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.

<sup>4</sup> 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 Shuttle<sup>1</sup>
- 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 Bus<sup>1</sup>
- 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

<sup>1</sup> 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/Uni/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/Uni/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/Uni/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/Uni/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/Uni/P&L

RND-14H	RND-16A
---------	---------

## Rear Drive Tandem/Tridem Axles – 2/Uni/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 <sup>1,2</sup>	RT-58-185/380 <sup>1,2</sup>	RZ-188

<sup>1</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

<sup>2</sup> 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/Uni/P&L

RT-40-160/P/A <sup>3</sup>	RT-46-160/P/A <sup>1,3</sup>	RT-46-164/P <sup>2,3</sup>	RT-50-160/P/A <sup>3</sup>	RZ-166
----------------------------	------------------------------	----------------------------	----------------------------	--------

<sup>1</sup> U.S. only. Canadian warranty = 1/Uni/P for combination vehicles only.

<sup>2</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

<sup>3</sup> 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/Uni/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™ <sup>1</sup>	3/Unl/P&L
Q+ Drum Brake™ <sup>2</sup>	2/100/P&L
ASA	3/Unl/P
ASA <sup>2</sup>	2/100/P
Hubs/Cast Drums and Other Wheel-End Components <sup>3</sup>	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake <sup>4</sup>	2/100/P&L

<sup>1</sup> For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

<sup>2</sup> Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

<sup>3</sup> Based on stamped wear diameter max.

<sup>4</sup> 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 Axles<sup>1</sup>

Beam and Brackets <sup>2</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>3</sup>	
Standard System <sup>4</sup>	1/Unl/P&L

<sup>1</sup> For brake components coverage, refer to appropriate product warranties.

<sup>2</sup> 9000 Series is 3/Unl/P, 1/Unl/L

<sup>3</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>4</sup> When installed by Cummins-Meritor.

## Trailer Air Suspension Systems<sup>1</sup>

MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings <sup>2</sup>	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

<sup>1</sup> For axle coverage, refer to appropriate product warranties.

<sup>2</sup> Raw wood applications 3/Unl/P, 1/Unl/L

## Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
-----------------	------------------

# FIRE AND EMERGENCY WARRANTY INFORMATION

## Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

## 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
-----------	-----------	-----------	-----------	-----------

## Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-185	RC-25-160	RS-35-185 <sup>1</sup>
RS-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-161	RS-24-160	RS-30-185	

<sup>1</sup> 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 <sup>1</sup>
MT-44-14X/P	RT-46-169	RT-52-185 <sup>1</sup>	MT-70-380 <sup>2</sup>

<sup>1</sup> 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.

<sup>2</sup> 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™ <sup>1</sup>	2/Unl/P&L

<sup>1</sup> 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
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

## 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<sup>1</sup>                      MFS-12-155                      MFS-13-155

<sup>1</sup> Commuter coach only – 2/Unl/P&L

## Rear Drive Single Axles – 5/300/P&L

RS-23-160                      71163                      RC-23-162<sup>1</sup>                      RS-21-160  
 RC-23-161                      79163                      RC-23-165<sup>1</sup>

<sup>1</sup> Commuter coach only – 2/Unl/P&L

## Tag Axles – 2/Unl/P&L

MC-14002                      MC-16003                      FH-946

## Center Non-drive Axles – 5/300/P&L

MC-26000                      71063                      79063

## Gearboxes – 1/Unl/P&L

MGX-450                      MGX-451                      MGX-538

## Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™ <sup>1</sup>	2/100/P&L
ASA <sup>1</sup>	2/100/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake <sup>2</sup>	2/100/P&L

## Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

<sup>1</sup> Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

<sup>2</sup> 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/Unl/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/Unl/P

MT-14X <sup>1</sup>	RS-23-380	RS-30-185	RT-145 <sup>1</sup>
RS-23-186	RS-24-160	RS-30-380	RT-160 <sup>1</sup>

<sup>1</sup> 2/Unl/P for LO/LO Terminal Tractor applications

## Planetary Axles – 1/Unl/P

MOB	MOE	MOH	MOT	MOZ
MOC	MOF	MOR	MOX	
MOD	MOG	MOS	MOY	

## Gearboxes – 1/Unl/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

## PTO – 1/Unl/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

## 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 Axles<sup>1</sup>

Linehaul – King Pin Bushings 1yr/Unl P&L  
All Other Vocations – King Pin Bushings Excluded

<sup>1</sup> 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.



Cummins Inc.  
Box 3005  
Columbus, IN 47202-3005  
U.S.A.

[cummins.com](http://cummins.com)

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.

SP-95155  
Bulletin 6451105 Produced in U.S.A. Rev. 1/24  
©2024 Meritor, Inc.



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:

Table with 2 columns: Label (Coverage, Warranty Begins, Warranty Period Ends After, Conditions and Exclusions) and Description (The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description, The date of the original purchase invoice (issued when the product ships from the factory), Three (3) Year, The exclusions listed in the attached Meritor Wabco warranty description shall apply.)

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.

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.

# 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 <sup>1</sup>	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter <sup>3</sup>	
Air Compressors (ALL) <sup>2</sup>	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow <sup>®</sup> TrailerSkirt	2/UnU/P
OptiFlow <sup>®</sup> 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) <sup>3</sup>	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide <sup>®</sup> Automated Manual Transmission (AMT)	
OptiRide <sup>®</sup> Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components <sup>1</sup> (cont.)	
Safety	
OnGuardACTIVE <sup>®</sup>	3/300/P&L
OnLane <sup>®</sup>	
OnLaneALERT <sup>®</sup>	
OnSide <sup>®</sup>	
Trailer SafeStart <sup>™</sup>	
Trailer TailGUARD <sup>™</sup>	
Telematics	
TrailerCAST <sup>™</sup> Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit <sup>™</sup> Slack Adjuster	6/600/P
MAXXUS <sup>™</sup> 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/UnI/P and 1/UnI/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP <sup>™</sup> D Actuator w/ IBV or IRB	6/600/P
TRISTOP <sup>™</sup> D Actuator	3/300/P
UNISTOP <sup>™</sup> Actuator	2/200/P
Trailer MAXX22T <sup>™</sup> Air Disc Brake	5/500/P and 1/L

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> 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. <sup>3</sup> 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.

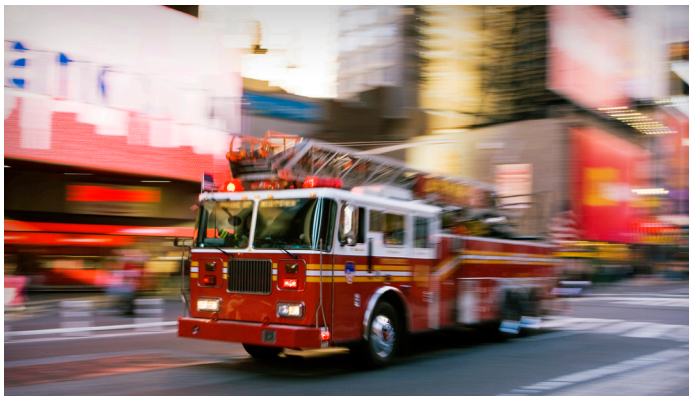
# HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

## 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 <sup>1</sup>	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL) <sup>2</sup>	
Air Dryers (ALL)	
Trailer Control Line Filter <sup>3</sup>	
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 <sup>3</sup>	
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

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> 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. <sup>3</sup> 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.

## INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

### INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation<sup>3</sup>
- 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, Scalars
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 <sup>1</sup>	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL) <sup>2</sup>	
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

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> 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. <sup>3</sup> 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.

## 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](http://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:

<b>Coverage:</b>	<b>The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>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.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

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:

<b>Coverage:</b>	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.
<b>Warranty Begins:</b>	The date of the original purchase invoice (issued when the product ships from the factory).
<b>Warranty Period Ends After:</b>	Ten (10) Years
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b>  0-72 months 100%  73-96 months 50%  97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b>  0-36 months 100%  37-84 months 50%  85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b>  0-36 months 100%  37-48 months 50%  49-72 months 25%  73-120 months 10%</p> <p><b>Corrosion Perforation</b>  0-120 months 100%</p> <p>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.</p> <p>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.</p>

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:

<b>Coverage:</b>	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.
<b>Warranty Begins:</b>	The date of the original purchase invoice (issued when the product ships from the factory).
<b>Warranty Period Ends After:</b>	Ten (10) Year
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	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



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:

<b>Coverage:</b>	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.
<b>Warranty Begins:</b>	The date of delivery to the first retail purchaser.
<b>Warranty Period Ends After:</b>	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<p>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.</p> <p>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.</p> <p>Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.</p> <p>Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.</p> <p>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.</p>

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.*

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.



**UPF**  
**UNITED PLASTIC FABRICATING**  
**Limited Lifetime Warranty**  
Effective as of January 1, 2024

1. General. United Plastic Fabricating, Inc. (the "Company") warrants to the owner (the "Owner") that the products set forth on Exhibit A, attached hereto (the "Product") will be reasonably free from defects in materials and workmanship for the service life of the Product. This Limited Lifetime Warranty (the "Warranty") only applies to Company Products that are: (a) owned by a federal, state, county or local government, a volunteer fire department or dedicated commercial fire service operation; (b) continuously and actively used in emergency response and/or fire suppression vehicles; and (c) used, stored, handled and installed in the manner recommended by Company.

2. Warranty Obligations. Subject to the exclusions and limitations set forth in this Warranty, Company will, at its option, repair or offer a one (1) time replacement of the Product without charge, if the Product fails or does not perform as warranted during the warranty period due to a manufacturing defect or a defect in materials. Repair or replacement shall include reasonable labor charges necessary to repair or replace the defective Product but shall not include: (a) the costs associated with removal of the Product from the vehicle or the cost to otherwise provide access to the Product in the vehicle; (b) the cost associated with any required upgrades the vehicle (including, without limitation, upgrades required to strengthen the vehicle's frame); or (c) travel costs, except as provided by Section 3. Company's obligation as to repair or replacement shall further be limited to repair or replacement with the models of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. In the event a Product becomes unavailable or cannot be supplied by Company for any reason a substitute Product of equal quality and functionality of the subject Product may be substituted by Company. Any repaired Product shall remain subject to this Warranty and any repair shall not extend the warranty period in any manner or start a new warranty period. Any Product that is replaced by Company shall be excluded from this Warranty. In no

event shall Company be required to expend, in any one (1) or series of expenditures, more than the purchase price of the Product to repair or replace a defective Product. Amounts expended by Company shall include all amounts paid by Company in connection the repair or replacement, including without limitation, amounts paid to third-parties, material costs, incidental costs and travel costs (except as provided by Section 3).

3. Travel; Expenses; Product Access. Company shall be responsible for any travel costs incurred to repair or replace the Product provided that: (a) the Product is located in the continental United States or Canada; and (ii) the warranty claim is initiated prior to the date on which NFPA 1912 Standards (Annex D) recommends replacement of the Product. All other travel costs incurred by Company or its agents to repair or replace the Product shall be the responsibility of the party asserting the warranty claim. Company reserves the right to require, as a condition to undertaking any repair or replacement: (y) pre-payment of its anticipated travel costs; and (z) satisfactory arraignments concerning scheduling and access to the Product. If the subject Product is located in an area of the world considered, in Company's sole discretion, to be unsafe Company may refuse to process the claim or require relocation of the Product, at no expense to Company, to an area where such repairs can be performed safely by Company or its agents. In the event Company or Company's agents are dispatched to repair or replace a defective Product and the vehicle in which the Product has been installed is not available or the Product is not readily accessible, for any reason, Company or Company's agents, as the case may be, shall be immediately reimbursed for all expenses incurred therewith.

4. Exclusions: Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Warranty is conditioned upon compliance with all such instructions. This Warranty does not cover defects caused by: (a) improper installation; (b) modification, alteration or repair of the Product by any unauthorized third-party; (c) misuse, including, without limitation, improper

storage or handling of the Product (e.g. excessive exposure to UV rays); chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold); (d) damage not resulting from manufacturing defects that occur while the Product is not in Company's possession (e.g. accidents); or (e) unreasonable or unintended use of the Product. Copies of the Company's operation and maintenance instructions are available on the Company's website <https://www.unitedplastic.com/upf-documents/>

5. Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

6. Limitation of Liability. NO CLAIM BY OWNER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OF COMPANY TO REPAIR OR REPLACE ANY CHASSIS, SUB-FRAMES, BODIES, VALVES, DUMPS, HOSES, PRESSURE VACUUM VENTS OR OTHER SIMILAR COMPONENTS), RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME,

LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

7. Reformation. If any term or provision of this Warranty shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied in any case or in any jurisdiction or jurisdictions because of the conflicting nature of any provision with any constitution or statute or rule of public policy or for any other reason, then: (a) such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy; and (b) any such invalid, inoperative, illegal or unenforceable provision shall be reformed and construed in any such jurisdiction or case so that such provision would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or case.

8. Headings. The headings contained herein are for convenience and reference only, and shall be given no effect in the interpretation of any term or condition of this Warranty.

9. Submitting a Warranty Claim. To request coverage under this Warranty you must submit a claim through Company's website:  
<https://www.unitedplastic.com/contact/product-support/>

10. Transferability. This Warranty is transferable and entitles the transferee to coverage for the remainder of the original warranty period.

11. Modification. This Warranty may be modified (a) as set forth on a binding sales order for the Product or (b) by a written agreement between Company and the Owner.

## **Exhibit A**

### Covered Product List

- Poly-Tanks®
- PolySide® Wetside Tanks
- Defender™ Skid Tanks
- Ellip-T™ Elliptical Tanks
- ARFF Tanks



# 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:

<b>Coverage:</b>	<b>The apparatus body shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>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.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

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](http://www.waterousco.com)





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:

Table with 2 columns: Label (Coverage, Warranty Begins, Warranty Period Ends After, Conditions and Exclusions) and Description (Stainless steel piping shall be free from structural failures... The date of the original purchase invoice... Ten (10) Years - or - 100,000 Miles... Pierce's obligation under this warranty is limited to repairing or replacing without charge... This warranty does not cover the use of fluoroprotein (FP) type foam...)

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...
(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions...
(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...
(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period...

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.

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.

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.

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.

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.



# Fire and Rescue Apparatus

## Twenty (20) Year Structural Integrity Pierce Aerial Device

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	Each new Pierce Aerial Device shall be free from defects in material and workmanship.  Aerial Device Models Covered by this warranty include: Aerial Platforms Aerial Ladders SkyBoom
<b>Warranty Begins:</b>	The date of the original purchase invoice (issued when the product ships from the factory).
<b>Warranty Period Ends After:</b>	Twenty (20) Years - or - 100,000 Miles
<b>Conditions and Exclusions:</b>  See Also Paragraphs 2 thru 4	This warranty applies only to the torque box, turntable, aerial sections and other structural components of the aerial device, as identified in the Pierce specifications for the aerial device. This warranty shall be void if, or to the extent that the aerial device is not maintained in strict compliance with NFPA Standard 1911 in effect at time of sale, including such periodic inspections and testing by qualified third parties as are required by that Standard as it may be in effect from time to time. Proof of such compliance shall accompany any claims under this warranty. Third party testing agencies known to Pierce to be qualified for such purposes may be obtained from the Pierce Customer Service Department  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.



## AMITY FIRE AND SAFETY, INC.

3750 CHESTNUT ROAD  
ALBURTIS, PA 18011-0451  
Phone: 610-966-3115  
Fax: 610-965-6313

### \* STANDARD FIVE YEAR WARRANTY \*

(standard warranty is in effect for parts shipped after 4/15/10)

#### Three Function Swivel

**A. PRESHIPMENT TESTING** The Three Function Swivel fabricated by Amity which is exposed to pressure during normal use is subject to final inspection using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.
2. Hydraulic applications will be tested to 4000 PSI. System operating pressure in application to be 3000 PSI maximum.
3. Dielectric and Continuity Test all circuits. 30 Amp max current loading.

**B. THREE FUNCTION SWIVEL MAINTENANCE** – Our Three Function Swivel has been fully tested at assembly. Under no circumstances is there to be any maintenance performed internally or externally to the Three Function Swivel by Purchaser or any other third party other than an authorized representative of or Amity itself. The Three Function Swivel is sealed and must remain so. The Three Function Swivel is designed for a long maintenance free life. Should any problems occur or replacement be necessary, first contact Amity. There is to be no field maintenance performed on the Three Function Swivel .

**C. MOUNTING REQUIREMENTS** – The following are the mounting requirements for the Three Function Swivel:

1. Mounting points and methods are to be determined at the initial design stage. All drawings and applicable documentation must be signed off by both parties and filed for future reference. No deviation to the approved mounting is allowed without approval from Amity.
2. The Three Function Swivel is to be mounted concentric to the center of the turntable bearing.
3. All inlet and outlet plumbing to conform to swivel mounting, under no circumstances is the Three Function Swivel to be positioned to match connections. This will avoid putting excessive loads on the Three Function Swivel. All tubing or piping to be supported by means other than the Three Function Swivel.

#### **D. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.**

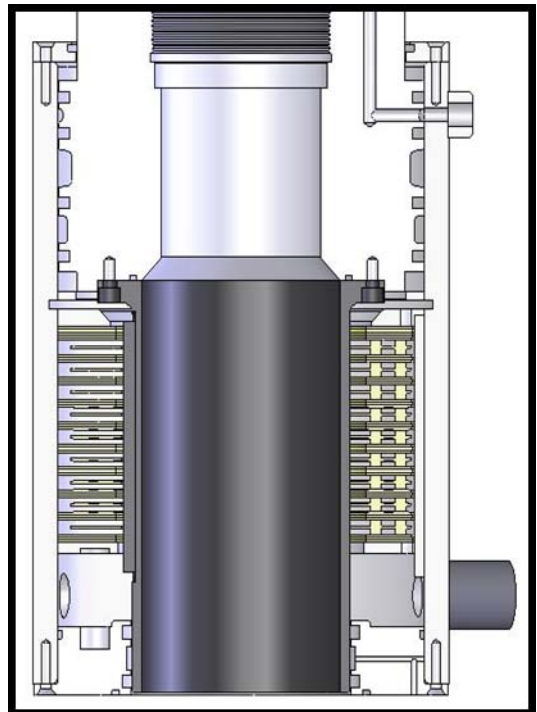
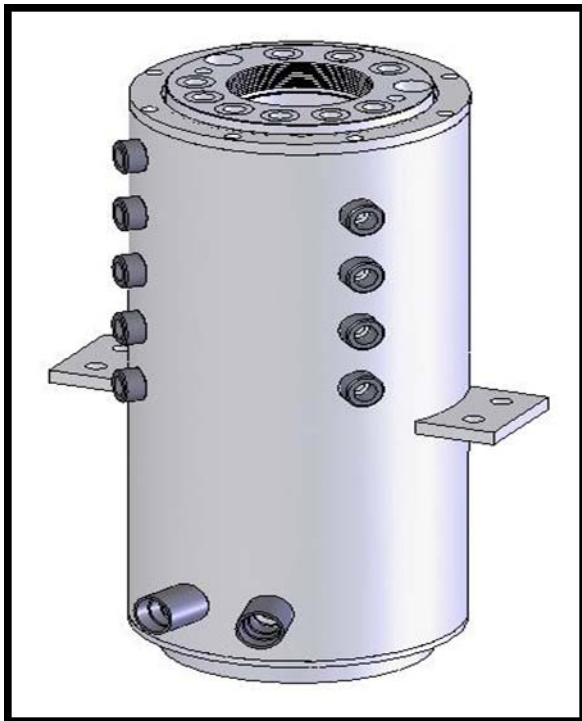
1. The Three Function Swivel is warranted to be free of defects in labor and/or materials for a period of five (5) years from the Date of Service. For purposes here, "Date of Service" shall mean the date when the Three Function Swivel, or the unit to which the Three Function Swivel is incorporated, passes final Underwriters Laboratory testing, or similarly compliant testing, and is certified for service. Evidence of such Date of Service shall be required in connection with any warranty claim by Purchaser.
2. The Three Function Swivel shall be repaired or replaced at the sole option and expense of the Amity provided the Three Function Swivel alleged to be defective was used for its intended normal use of operation and subject to the following qualifications and limitations.
3. Any alteration of the Three Function Swivel without consent from Amity is strictly forbidden and shall void warranty.
4. No welding shall be performed on finished Three Function Swivel.
5. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water or hydraulic systems such as, but not limited to stones, sand or metal chips.
6. Amity assumes responsibility for our Three Function Swivel, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our Three Function Swivel unless it agrees in writing to assume such responsibility.
7. Unless otherwise approved in writing by the Amity all returns of defective Three Function Swivels (or allegedly defective Three Function Swivels) are at Purchaser's expense and must include a RGA number issued by the Amity.

8. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
9. Amity will not be held liable for damage incurred during shipment.
10. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Three Function Swivel and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

**THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF FIVE YEARS IS FROM THE DATE OF SERVICE WITH THE UNDERSTANDING IT IS INSTALLED WITHIN A REASONABLE TIME PERIOD.**

Dated: \_\_\_\_\_, 20\_\_





## AMITY FIRE AND SAFETY, INC.

3750 CHESTNUT ROAD  
ALBURTIS, PA 18011-0451  
Phone: 610-966-3115  
Fax: 610-965-6313

### \* STANDARD TEN YEAR WARRANTY \*

(standard warranty is in effect for parts shipped after 4/15/10)

#### Telescopic Waterways

**A. PRESHIPMENT TESTING** All waterways fabricated by Amity are final inspected using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.

#### **B. COMPONENTS DESCRIPTION AND MAINTENANCE**

1. All components are thoroughly greased at assembly. Since internally lubricated seals are used, regular greasing is not required. We recommend components not be greased at installation.
2. Slip Tube Assemblies may be greased at the Amity's regularly scheduled Aerial Inspections. The seals in the Slip Tube Assemblies are self-lubricating, so greasing is not mandatory. We do recommend a visual inspection of the Slip Tube Assembly while it is fully extended after initial installation, from that point on we recommend inspection every ten hours of aerial operation. If any deposits of aluminum appear, they are to be rubbed off using a Teflon scouring pad. Slip Tube Assemblies are designed to give long maintenance free service; however, like any product, problems may occur and periodic visual inspections will aid in determining if a potential problem exists and warrants a call to us. Care must be taken to keep debris off of extended tubes. We recommend wiping tubes with light oil (10 weight) or hydraulic oil after use, if tubes appear to have contamination on them. Under no circumstance are tubes to be cleaned with lacquer thinner, or any other solvent.

#### **C. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.**

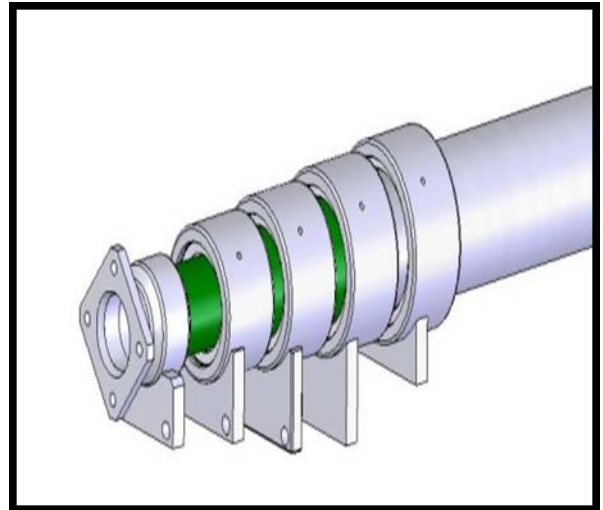
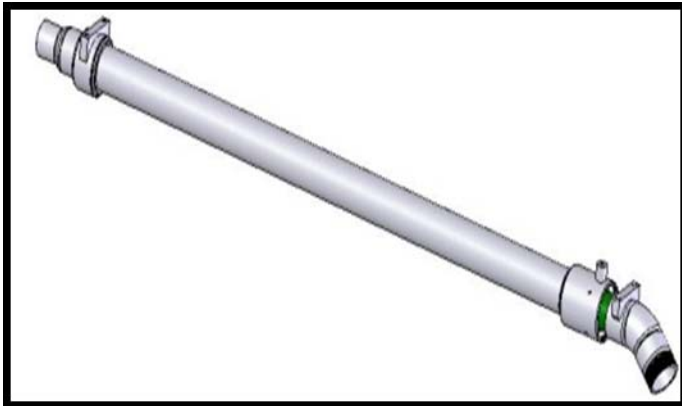
1. Products are warranted to be free of defects in labor and/or materials for a period of ten years from the date of purchase from the Amity and shall be repaired or replaced at the sole option and expense of the Amity provided the products alleged to be defective was used for its intended normal use operation and subject to the following qualifications and limitations.
2. Any alteration of product without consent from Amity is strictly forbidden and shall void warranty.
3. No welding shall be performed on finished product.
4. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water system such as, but not limited to stones, sand or metal chips.
5. Amity assumes responsibility for our product, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our product unless it agrees in writing to assume such responsibility.
6. Unless otherwise approved in writing by the Amity all returns of defective (or allegedly defective products) are at Purchaser's expense and must include a RGA number issued by the Amity.
7. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
8. Amity will not be held liable for damage incurred during shipment.
9. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Product and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

**THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF TEN YEARS COMMENCES UPON INSTALLATION INTO FINAL ASSEMBLY WITH THE UNDERSTANDING IT IS INSTALLED WITHIN SIX MONTHS OF PURCHASE.

Dated: \_\_\_\_\_, 20\_\_





# Fire and Rescue Apparatus

## Four (4) Year Pro-Rated Paint and Corrosion

### Aerial Device

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>Aerial device shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Four (4) Years</b>
<b>Conditions and Exclusions:</b> <b>See Also Paragraphs 2 thru 4</b>	<p><b>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</b></p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b> 0-24 months 100% 25-48 months 50%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b> 0-24 months 100% 25-48 months 50%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b> 0-24 months 100% 25-48 months 50%</p> <p><b>Corrosion Perforation</b> 0-24 months 100% 25-48 months 50%</p> <p><b>This limited warranty applies only to exterior paint.</b></p> <p><b>Items not covered by this warranty include:</b> (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.</p>

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 WA0047



## MANUFACTURER'S LIMITED WARRANTY - HYDRAULIC GENERATORS

### STANDARD

Harrison Hydra-Gen® (Seller) extends to the original purchaser (Buyer) of goods for use (whether it be an OEM, dealer, re-seller, or end-user) the following warranty covering the Harrison Hydra-Gen® Generator System, subject to the qualifications indicated. Harrison Hydra-Gen® Generator Systems shall consist of a Harrison generator tray assembly and its' components, a Harrison hydraulic pump assembly, and a Harrison supplied meter assembly; unless otherwise specified in below guidelines.

Harrison Hydra-Gen® warrants the original purchaser that the Generator System manufactured or supplied by Harrison Hydra-Gen® will be free from defects in materials and workmanship, provided such goods are:

1. Installed, operated and maintained in accordance with the Harrison Hydra-Gen® owner's manual, and/or written installation addendums.
2. Each new application has been reviewed and approved by the Harrison Hydra-Gen® Application Engineering Group.

### PERIOD OF WARRANTY

\*Two (2) years or 2000 hours of usage, whichever comes first, from the date the product is shipped from Harrison to the Installer.

**\*The END USER must complete and return to Harrison Hydra-Gen® the Harrison Hydra-Gen® Warranty Registration Card, Form WR-1, provided in the generator manual and provided online @ [www.harrisonhydragen.com](http://www.harrisonhydragen.com), within 45 days of delivery.**

**Warranty includes all parts and labor.** In addition, maintenance items that are contaminated or damaged by a proven warrantable failure are covered in years 1-2, and Labor time up to 4 hours, travel time up to 2.5 hours, and mileage up to 100 miles for warranty related repairs are covered.

Repair or replacement parts are warranted for ninety (90) days from date of purchase, excluding labor and travel expenses. Any part repaired or replaced during the warranty period assumes the remainder of the warranty or ninety (90) days, whichever is greater.

Only components supplied by Harrison Hydra-Gen® are covered under this warranty.

There is no other express warranty. Implied warranties, including merchantability and fitness for a particular purpose, are limited to periods set forth above and to the extent permitted by law. Any and all implied warranties are excluded. In no event is Harrison Hydra-Gen® liable for incidental or consequential damages.

The Buyer (OEM, dealer, re-seller, or end-user) must notify Harrison Hydra-Gen®, an Authorized Distributor, or a designated Harrison Hydra-Gen® Service Representative, **in writing**, within thirty (30) calendar days after goods or parts failed to meet this warranty.

The sole liability of Harrison Hydra-Gen® and the Buyer's sole remedy for a failure of goods under this warranty and for any and all other claims arising out of the purchase and use of the goods, including negligence on the part of the manufacturer, shall be limited to the repair or replacement of the product, at the option of Harrison Hydra-Gen®, of the parts that do not conform to this warranty, provided that the product or parts are returned to the Harrison Hydra-Gen® manufacturing facility.

A Returned Goods Authorization (RGA) is required for all products and parts being returned, and may be requested by phone, fax, email, or mail.

Failure to make timely delivery to Harrison Hydra-Gen® of the goods claimed to be defective shall void any warranty.

Unless previous written agreements have been made between the Buyer and Harrison Hydra-Gen®, the Buyer shall be responsible for all freight and shipping charges in connection with the delivery of the goods claimed to be defective, to Harrison Hydra-Gen® at its manufacturing facility, and the return of repaired or replacement goods to the Buyer.

If Harrison Hydra-Gen® determines that no warranty coverage is available for goods claimed to be defective, whether determination is based on the warranty being voided, the product failure

being due to a cause not covered by the warranty, the failure to make a timely and proper warranty claim, or otherwise, the Buyer shall have the option of either:

1. Having the goods not repaired and returned to the Buyer, freight collect.
2. Having the goods repaired, If Harrison Hydra-Gen® determines that the product is repairable, and returned to the Buyer, freight collect. The Buyer will be responsible for all costs associated with the repair and testing of the goods and shall authorize Harrison Hydra-Gen®, in writing, to have the goods repaired and tested by Harrison Hydra-Gen®.

The owner is obligated to operate and maintain the goods in accordance with the recommendations published by Harrison Hydra-Gen® in the owner's manual. The owner is responsible for the costs associated with such maintenance and any adjustments that may be required.

This warranty shall not apply to:

1. Damages or defects caused by normal wear, accident, misuse, abuse, abnormal operating conditions, negligence, corrosion, accident causes, or attributable to written specifications or instructions furnished by the installer.
2. Damages or defects caused by improper maintenance in accordance with the Harrison Hydra-Gen® product manuals and operating guidelines.
3. Damages caused by operator error.
4. Damages or defects caused by improper installation.
5. Damages or defects caused by inadequate water drainage provided by the installer in the area where the generator is installed or stored.
6. Damages or defects caused by inadequate air flow space or ventilation provided by the installer in the area where the generator is installed.
7. Any product or part altered or modified by the installer or service facility without written prior consent by Harrison Hydra-Gen®.
8. Cost of normal maintenance, adjustments, installation or start-up.
9. Normal wear items and components needing periodic maintenance such a rubber hoses and filters.
10. Excessive labor due to components being concealed in vehicle as a result of installation.
11. Water, road debris, excessive dirt, salt, abrasive particles, or large foreign objects found in the generator.
12. Telephone or other communications expense.
13. Paint, hydraulic fluid, and interconnecting hoses (internal or external to system assemblies).

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state or province to province.

No person is authorized to give any other warranties or to assume any other liabilities behalf of Harrison Hydra-Gen®, unless made or assumed in writing by an officer of Harrison Hydra-Gen®.

Contact Harrison Hydra-Gen® for questions regarding your warranty rights and responsibilities at (281) 807-4420; or visit our website at [www.harrisonhydragen.com](http://www.harrisonhydragen.com).



# 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:

<b>Coverage:</b>	<b>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.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<p><b>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</b></p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b>  0-72 months 100%  73-96 months 50%  97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b>  0-36 months 100%  37-84 months 50%  85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b>  0-36 months 100%  37-48 months 50%  49-72 months 25%  73-120 months 10%</p> <p><b>Corrosion Perforation</b>  0-120 months 100%</p> <p><b>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.</b></p> <p><b>Items not covered by this warranty include:</b>  (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.</p>

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 Graphics Fading and Deterioration

### 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 graphic lamination shall be free from defects in material workmanship, fading, and deterioration.
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:	One (1) Year
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.

2/22/2010 WA0168

# **5 DEALER SUPPLIED PRODUCTS AND /OR SERVICES**

**Exhibit "D"**

## **PROPOSAL INTRODUCTION**

With over three decades of industry expertise, Golden State Fire Apparatus, Inc. (GSFA) proudly stands as the premier authorized dealership for top-tier fire apparatus in Central and Northern California. Our steadfast commitment to detail and customer satisfaction has earned us a trusted reputation among first responders.

We sincerely appreciate the opportunity to present this comprehensive proposal for a PIERCE MANUFACTURING, INC. 107' VELOCITY TRACTOR DRAWN AERIAL. Your consideration of this proposal is greatly valued, and we are eager for the opportunity to support your department with the highest level of excellence and professionalism.

## **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). Being a factory-authorized dealer of the vehicle being sold, Golden State Fire Apparatus, Inc. is duly authorized to register the vehicle 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 customers 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 progress of the apparatus.

### **CONTINGENCY RESERVE FUND**

A Contingency Reserve Fund amounting to \$20,000 per unit is incorporated into the quotation to address potential change orders, unforeseen items, or necessary work that may arise during the contract. The utilization of this reserve fund is at the sole discretion of the Customer. It is essential to note that this reserve fund is not an estimate for the aforementioned contingencies, and the actual costs associated with change orders, unforeseen items, or required work may surpass the reserved amount depending on their nature.

Any unused portion of the Contingency Reserve Fund will be credited back on the final invoice. Alternatively, if not credited, the remaining funds will be promptly returned to the Customer in the form of a check following the completion of the final invoicing process. This approach guarantees financial transparency and effective management throughout the project.

#### **FIRE FIGHTING EQUIPMENT MOUNTING FUND**

A Fire Fighting Equipment Mounting Fund amounting to \$10,000 per unit is incorporated into the quotation and is specifically designated to cover the expenses associated with mounting of said equipment, adhering to the directives of the Customer.

In the event that the mounting costs surpass the stipulated allowance, any additional work required can be undertaken at the prevailing shop rate. Any unused portion of the Fire Fighting Equipment Mounting Fund will be credited back on the final invoice. Alternatively, if not credited, the remaining funds will be promptly returned to the Customer in the form of a check following the completion of the final invoicing process. This approach guarantees financial transparency and effective management throughout the project.

#### **PRE-CONSTRUCTION, FACTORY VISIT**

A pre-construction trip to the manufacturing facility is included for three (3) Customer representatives. The primary objective of review and finalize, in detail, the specifications prior to the start of production. The pre-construction trip is anticipated to span four (4) days and three (3) 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 pre-construction trip.

#### **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 four (4) days and three (3) 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 reaching its final destination, the apparatus undergoes a pre-delivery service conducted by Golden State Emergency Vehicle Service, Inc. This service is designed to tap into the expertise of an external source, providing an experienced perspective that enhances the thoroughness of your final inspection. Our pre-delivery service covers the following areas:

1. Engine Compartment and Undercarriage:
  - Inspect for broken mounting brackets.
  - Inspect and identify locations of any fluid leaks.
  - General inspection of hoses, wiring, and linkage, focusing on potential wear points.
  - 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.

- Re-torque U-bolts to OEM specifications if equipped with leaf spring suspension (Pierce Custom chassis only).
2. Interior:
    - Confirm proper operation of doors, windows, and locks, ensuring accurate adjustment.
    - Confirm proper operation of seatbelt alarms.
    - Confirm proper operation of all compartment door alarms, as well as hose bed cover, ladder rack, light tower, and deck gun alarms.
    - Ensure functionality of auxiliary power points, interior lighting, mirror, and seat controls, and if applicable - headsets and radios.
    - 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.
    - Check compartment doors for proper operation and latch fit.
    - Lubricate compartment door locks if applicable.
  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.
    - Conduct an Allison Transmission self-diagnostic to verify fluid level, fluid and filter life, and check for fault codes.
  5. Electrical:
    - Verify the operation of all lights, sirens, and other electrical accessories.
  6. Pump:
    - Operate the Pressure Governor or Relief Valve, transfer valve, and check pump shift.
    - Inspect water tank, pump and plumbing for leaks and calibrate the water level gauge.
    - Ensure smooth operation of all discharge, suction, and drain valves.
  7. Pierce Husky™ Foam System:

- If applicable, draft and inject clean water to ensure proper operation of the foam pump.
8. Fuel and DEF Tanks:
    - Fill the fuel tank and DEF tank prior to final delivery.
  9. Wash:
    - Thoroughly wash the apparatus prior to final delivery.

This pre-delivery service assists the apparatus to meet 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 late fee and daily storage charge as outlined in the Standard Terms and Conditions 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.

### **COMPREHENSIVE SALES AND SERVICE SUPPORT**

At GSFA, we understand that immediate response is essential - and the service and support of your apparatus should be no different. Since our founding in 1989, our mission has been to provide first responders with the highest quality, most reliable fire and emergency apparatus from top-tier manufacturers. We specialize in guiding our customers through the entire process - from apparatus evaluation and customization to final inspection - and ensuring years of reliable service through our Golden State Emergency Vehicle Service (GSEVS) division.

#### **Golden State Emergency Vehicle Service (GSEVS)**

Established in 2014, GSEVS is committed to building long-term, collaborative relationships by providing exceptional warranty and technical support. Our services cover a wide range of needs, including chassis,

electrical systems, pump, aerial, routine maintenance, equipment mounting, and pump testing - with priority given to new units sold by GSFA. Our goal is to deliver prompt, professional service and unwavering support for your apparatus.

#### Sacramento Facility

Our Sacramento location features a 33,814-square-foot facility with 14 working bays and a 4,500-square-foot, two-story parts distribution department. Conveniently located near Highway 99 with easy access to Interstates 80 and 50, we are positioned to serve you efficiently.

#### Tracy Facility (Opening Spring 2026)

Our second location in Tracy will expand our service capacity with a 49,634-square-foot facility featuring 21 working bays and a parts department equal in size to our Sacramento facility. Strategically located within the "Tracy Triangle" - bordered by I-580, I-205, and I-5 - this facility will enhance our ability to serve customers in the Bay Area and beyond.

#### Certified and Experienced Technicians

Our service team includes factory-trained professionals certified by Pierce, ASE, and EVT. They undergo regular training to stay current on chassis, electrical systems, and aerial devices, ensuring expert handling of any challenge. Whether it's routine maintenance or complex diagnostics, you can count on expert care and precision with every visit.

#### Parts

At Golden State, we're dedicated to keeping your apparatus fully operational and mission-ready. That's why we maintain a robust inventory of both Pierce and non-Pierce parts—ready for immediate deployment when you need them most. If a part isn't in stock, we expedite orders directly from the manufacturer to minimize downtime and get your unit back in service without delay.

To make the process even more efficient, our digital Parts Request Portal offers a streamlined, user-friendly experience. It provides 24/7 access to submit requests, monitor order status, and communicate directly with our team—ensuring transparent updates and quicker turnaround times every step of the way.

#### Mobile Service

To minimize emergency apparatus downtime, we offer a robust mobile service program for on-site repairs and maintenance.

#### Pre-Delivery Inspection (PDI) Process

We employ a dedicated team of Pre-Delivery Inspection (PDI) technicians solely focused on ensuring your apparatus arrives in peak condition. Before your new custom unit is delivered, it undergoes a thorough, multi-point inspection to verify quality, performance, and compliance with all specifications. Our team handles every detail of the acceptance and delivery process—so you can take ownership with complete confidence and peace of mind.

#### Your Single Source for Sales and Service

With Golden State Fire, you have a single point of contact for sales, service, and support - all under one roof, with two strategically located facilities to serve you better. We are confident that our combination

of expertise, customer service, and product support is unmatched by any other fire and emergency apparatus dealership in California.

**END OF EXHIBIT "D"**

# City Council Staff Report

March 24, 2026



---

From: Gary Hampton, Interim City Manager  
Isaac Moreno, Finance Director  
Deputy Fire Chief Chris Jelinek  
Prepared by: James Governale, Management Analyst  
Agendized by: Gary Hampton, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Allow the Agreement for Fire Administrative Services between the City of Modesto and the City of Turlock to expire on June 30, 2026 and direct staff to take the necessary steps to return to fully independent Fire Department administration

OR

Motion: Direct staff to negotiate a new Fire Administrative Services Agreement with the City of Modesto and direct staff to return to the City Council with a proposed agreement for consideration

**2. NARRATIVE:**

Background and History - Fire Administrative Services Contract

Like many municipalities, the City of Turlock has long maintained a Fire Department organized under the leadership of a Fire Chief pursuant to Turlock Municipal Code Chapter 2-3, "Fire Department." For decades, the City operated under this traditional model of local administration.

Following a vacancy in the permanent Fire Chief position for over two years, at the December 14, 2021 City Council meeting, City staff and the City Council evaluated options to ensure continued, stable fire protection services for the residents and visitors of Turlock. One option was the concept of participating in a regional administrative services model with local partners. The City of Modesto, along with agencies such as the City of Oakdale, Oakdale Fire Protection District, the City of Ceres, and Stanislaus Consolidated Fire Protection District, had implemented a unique partnership involving a shared administrative structure designed to increase efficiency, reduce duplicative administrative efforts, and enhance service coordination across jurisdictions.

The benefits to a regional partnership led to the City Council approving a Fire Administrative Services Agreement with the City of Modesto on January 25, 2022. The agreement established a shared services structure under which the City of Modesto provides Fire Chief oversight and executive-level administrative support to the Turlock Fire Department. The agreement term runs from February 15, 2022 through June 30, 2026. An optional extension required approval by the governing bodies of both cities by June 30, 2025. Because negotiations regarding potential amendments continued beyond the extension deadline, that approval did not occur, and the agreement is therefore scheduled to conclude on June 30, 2026.

On January 27, 2026, a proposed motion was agendized that, if approved by Council, would have allowed the agreement to naturally conclude on June 30, 2026 and directed staff to

begin the recruitment process for the Fire Chief position. The item was pulled from consideration, and no formal action was taken. As a result, the agreement remains in effect through June 30, 2026, unless amended by mutual agreement of both parties.

Since implementation, the Turlock Fire Department has operated within an integrated regional administrative framework. Under this model, Fire Chief oversight and certain executive-level administrative functions are shared regionally. The integrated structure supports coordinated training, prevention services, fleet management, and strategic planning efforts. It also provides expanded depth of response resources across participating jurisdictions, strengthening emergency preparedness and overall operational capacity. Operationally, the system functions as a single integrated response network, with 24 fire engines, four ladder trucks, five battalion chiefs, an EMS Captain, and a fire investigator working from common dispatch run cards and standardized fireground procedures. This approach enables deployment of an effective firefighting force consistent with NFPA guidance and the Turlock Citygate Standards of Response Coverage study, while also providing the ability to backfill Turlock fire stations during extended incidents such as structure or wildland fires. Additionally, since December 2024, the Modesto Fire Department has provided Fire Investigation Unit (FIU) services to the City of Turlock without additional charge, and beginning in September 2025 expanded administrative support to include EMS oversight and Fire Marshal services.

Over time, real concerns have been raised regarding the operation of the model, including perceptions related to local control, communication clarity between agencies, cultural alignment, the degree of local oversight within the shared administrative structure, and the impact on the Turlock Fire Department's organizational identity. Turlock Firefighters Local 2434, the bargaining unit representing the City's firefighters, has also expressed concerns under the current structure.

With the agreement approaching expiration, the Council must determine the long-term governance structure for fire services in Turlock. This decision will determine whether the City continues a regional administrative model or returns to a traditional locally administered fire department structure.

As the City evaluates future governance options, the Fire Administration has identified several organizational priorities intended to guide service delivery and operational improvements over the coming years. The department's current priorities include stabilizing the workforce and organizational structure, enhancing operational capability through the addition of a ladder company, modernizing infrastructure through relocation of Fire Station 34, and elevating medical service delivery through implementation of Advanced Life Support (ALS). These priorities are consistent with the recommendations of the Citygate Standards of Cover study and reflect widely recognized fire service best practices, directly strengthening emergency response capability and service value to the City of Turlock.

#### Background and History - Fire Department Fleet Maintenance Contract

In February 2023, the City Council approved a Memorandum of Understanding (MOU) for fire apparatus fleet maintenance services between the City of Modesto and the City of Turlock. At the time, the agreement was presented as a cost-efficient and regionally aligned approach to ensure preventative maintenance, safety inspections, and specialized repairs for Turlock's fire engines. Since that time, the City of Turlock's Fleet Division has achieved

full staffing, hired a Fleet Services Manager to oversee the division, and maintains certified technicians with the expertise necessary to perform preventative maintenance, inspections, and major apparatus repairs in-house. The MOU provides fleet repair surge capacity during high-impact service periods and access to mechanics specifically trained in fire apparatus maintenance and repair.

This short-term arrangement has been of great benefit to the City of Turlock over the last three years, and there is now opportunity to look at any potential cost savings associated with terminating the MOU and entrusting those services to the City of Turlock's Fleet Services Division of our Municipal Services Department. While this issue is not directly tied to the administrative function the City of Modesto has provided since 2022, it is related in that it involves a service Modesto has provided to Turlock in support of the Fire Department, and staff believes it is appropriate to include in this report.

### Feasible Options

Staff is not recommending a specific option at this time and is seeking Council direction. There are numerous scenarios to consider, and Staff believe that the two options proposed with this staff report must each be considered first, following more detail and more options that will follow at a future meeting, if applicable. All options that staff propose are believed to be feasible and implementable for the City, capable of maintaining high-quality fire service delivery to the residents and visitors of Turlock.

#### ***Option 1 – Return to Fully Independent Fire Department Administration***

Transition to a fully independent administrative structure, including recruitment of a permanent Fire Chief. Staff would also take the opportunity to evaluate the fiscal impact associated with terminating the MOU with the City of Modesto for Fleet Maintenance Services. This option maximizes local control, accountability, and department identity. It may require expanded in-house administrative capacity and may increase personnel and related costs.

#### ***Option 2 – Direct Staff to negotiate and propose a New Administrative Services Agreement between the City of Turlock and the City of Modesto***

Under this option, the City could negotiate a revised administrative services agreement with the City of Modesto that would continue Fire Chief oversight while allowing for additional administrative support positions, which could include roles such as a Deputy Fire Marshal or EMS administrative support depending on the final terms of the agreement. A new agreement could include clarified performance expectations, improved reporting requirements, enhanced governance safeguards, and a longer term, potentially up to five years. This option maintains regional integration with partner agencies while minimizing operational disruption. A sample agreement is attached for illustrative purposes only and is intended to provide the Council with a general framework of what a future agreement could resemble if negotiations are directed.

### Conclusion

To ensure continuity and maintain a high level of professional fire service delivery, timely direction from the Council is necessary. Both options outlined above present distinct advantages and considerations. Either option, if properly implemented, is capable of providing fire services that meet or exceed community expectations.

Staff respectfully seeks Council feedback and direction on the preferred governance structure and will return promptly with proposed actions consistent with that direction.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The fiscal impact associated with the options presented in this report will vary depending on the governance structure selected by the City Council.

A detailed financial comparison of multiple administrative service configurations has been prepared and is included as Attachment A – Financial Analysis to this staff report. The analysis evaluates several potential staffing structures under a continued administrative services model, including combinations of positions such as Deputy Chief, Deputy Fire Marshal, and Emergency Medical Services administrative oversight. These scenarios illustrate the potential cost differences between contracting for administrative services and maintaining comparable positions within the City’s organizational structure.

Depending on the configuration evaluated, the financial analysis demonstrates that certain administrative service arrangements may produce cost savings compared to maintaining comparable in-house positions, while other configurations may result in additional costs.

Several scenarios in Attachment A include positions that were considered during earlier negotiations but may not be included in any future agreement. The analysis is intended to illustrate potential cost ranges to assist in deciding how to proceed.

Because this report seeks policy direction rather than approval of a specific agreement, the precise fiscal impact will depend on the option ultimately selected by the City Council and the terms of any future administrative services agreement. Staff will return to the Council with finalized cost projections and any necessary budget adjustments once direction has been provided.

**4. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**5. ALTERNATIVES:**

Council may provide alternative direction to staff.

**6. ATTACHMENTS:**

1. Financial Analysis
2. Sample Agreement with City of Modesto

# Modesto Fire Contract Extension Estimated Cost Analysis

## Scenario 1 - Deputy Chief

Year One (Fiscal Year 2026-2027)			Year Two (Fiscal Year 2027-2028)		
Modesto			Modesto		
Deputy Chief	75%	357,705.99	Deputy Chief	75%	392,523.01
Admin Fee		50,000.00	Admin Fee		50,000.00
		<u>407,705.99</u>			<u>442,523.01</u>
Turlock			Turlock		
Chief		452,706.00	Chief		452,706.00
		<u>452,706.00</u>			<u>452,706.00</u>
(Savings) / +Cost Increase		(45,000.01)	(Savings) / +Cost Increase		(10,182.99)

## Scenario 2 - Deputy Chief and EMS

Year One (Fiscal Year 2026-2027)			Year Two (Fiscal Year 2027-2028)		
Modesto			Modesto		
Deputy Chief	75%	357,705.99	Deputy Chief	75%	392,522.96
EMS	13%	113,543.57	EMS	13%	119,865.56
Admin Fee		50,000.00	Admin Fee		50,000.00
		<u>521,249.56</u>			<u>562,388.52</u>
Turlock			Turlock		
Chief		452,706.00	Chief		452,706.00
EMS		-	EMS		-
		<u>452,706.00</u>			<u>452,706.00</u>
(Savings) / +Cost Increase		68,543.56	(Savings) / +Cost Increase		109,682.52

## Scenario 3 - Deputy Chief and Deputy Fire Marshall

Year One (Fiscal Year 2026-2027)			Year Two (Fiscal Year 2027-2028)		
Modesto			Modesto		
Deputy Chief	75%	357,705.99	Deputy Chief	75%	392,522.96
Deputy Fire Marshal	75%	193,960.50	Deputy Fire Marshal	75%	204,912.32
Admin Fee		50,000.00	Admin Fee		50,000.00
		<u>601,666.49</u>			<u>647,435.28</u>
Turlock			Turlock		
Chief		452,706.00	Chief		452,706.00
Fire Marshal (step 5)		302,286.00	Fire Marshal (step 5)		302,286.00
		<u>754,992.00</u>			<u>754,992.00</u>
(Savings) / +Cost Increase		(153,325.51)	(Savings) / +Cost Increase		(107,556.72)

# Modesto Fire Contract Extension Estimated Cost Analysis

Scenario 4 - Deputy Chief, Deputy Fire Marshall, and EMS					
Year Six (Fiscal Year 2026-2027)			Year Seven (Fiscal Year 2027-2028)		
Modesto			Modesto		
Deputy Chief	75%	357,705.99	Deputy Chief	75%	392,522.96
Deputy Fire Marshal	75%	193,960.50	Deputy Fire Marshal	75%	204,912.32
EMS	13%	113,543.57	EMS	13%	119,865.56
Admin Fee		50,000.00	Admin Fee		50,000.00
		<u>715,210.06</u>			<u>767,300.84</u>
Turlock			Turlock		
Chief		452,706.00	Chief		452,706.00
Fire Marshal (step 5)		302,286.00	Fire Marshal (step 5)		302,286.00
EMS		-	EMS		-
		<u>754,992.00</u>			<u>754,992.00</u>
(Savings) / +Cost Increase		(39,781.94)	(Savings) / +Cost Increase		12,308.84

**AMENDED AND RESTATED  
AGREEMENT TO PROVIDE FIRE ADMINISTRATIVE SERVICES BETWEEN  
THE CITY OF MODESTO AND THE CITY OF TURLOCK**

This Amended and Restated Agreement for fire administrative services (“Agreement”) is made and entered into this \_\_ day of \_\_\_\_\_, 202\_ (the “Effective Date”), by and between the City of Modesto (“City of Modesto”), a California municipal corporation and the City of Turlock (“City of Turlock”), a California municipal corporation, collectively referred to as the “Parties” in this Agreement.

**RECITALS**

**WHEREAS**, both City of Modesto and City of Turlock provides fire protection, prevention, suppression services, and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including, but not limited to, confined space rescue, technical rescue, and water rescue (“Fire Services”), in addition to administrative services, including, but not limited to, payroll, human resources, budgeting, data analysis and overall department oversight within the territorial limits of the cities of Modesto and Turlock; and

**WHEREAS**, the City of Modesto and the City of Turlock entered into that certain agreement for the provision of fire administrative services dated February 8, 2022 (“Original Agreement”); and

**WHEREAS**, City of Turlock desires to continue to contract with City of Modesto for the provision of fire administrative services for the Turlock Fire Department (“Turlock Fire”), within the City and Turlock jurisdictional boundaries (“Fire Administrative Services”), with some amendments; and

**WHEREAS**, City of Modesto is willing, able, and possesses the capacity to continue to perform the Fire Administrative Services; and

**WHEREAS**, the Parties desire to enter into a fruitful and long-term partnership for the provision of the Fire Administrative Services; and

**WHEREAS**, the Parties agree that this Agreement will ensure the provision of continued Fire Administrative Services; and

**WHEREAS**, it is the desire of the Parties to address, by this Agreement, all matters which are related to the Fire Administrative Services to be provided to Turlock Fire by City of Modesto; and

**WHEREAS**, this Agreement shall replace and supersede the Original Agreement in its entirety; and

**WHEREAS**, this Agreement is entered into pursuant to Government Code sections 54981 and 6502; and

**WHEREAS**, the Parties acknowledge they have complied with the provisions of the Meyers Miliias-Brown Act (Gov. Code §§ 3500 *et seq.*) and applicable laws, rules, and ordinances

with respect to its employees affected by this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants in this Agreement, it is agreed by and between the Parties hereto as follows:

## **ARTICLE I DEFINITIONS**

1.1 **Fire Administrative Services.** “Fire Administrative Services” means those services described in Article III of this Agreement.

1.2 **Fiscal Year.** “Fiscal Year” means the annual period commencing on July 1 and ending June 30 of any calendar year.

## **ARTICLE II TERM OF AGREEMENT**

2.1. **Initial Term.** The initial term of this Agreement shall be for \_\_\_\_\_ years, from \_\_\_\_\_, to \_\_\_\_\_.

2.2. **Extension of Term.** This Agreement may, by approval of the Parties and their governing bodies, be extended for one (1) additional \_\_\_\_\_ (\_\_) year term. The term of the extension shall be for \_\_\_\_\_ years, from \_\_\_\_\_ to \_\_\_\_\_.

2.3. **Termination.** Notwithstanding Sections 2.1 and 2.2 and any other provision of this Agreement, either Party may terminate this Agreement by providing twelve (12) months' written notification to the other Party, and the term of this Agreement or any extension thereof shall be shortened accordingly. Written notification of termination shall be in the form of a Resolution by the applicable Party's governing body. The twelve (12) months' written notification requirement shall not be triggered until such Resolution is tendered, delivered, or mailed to the other Party. Notwithstanding the foregoing, the City of Modesto may terminate this Agreement pursuant to Section 5.2 of this Agreement.

## **ARTICLE III DUTIES OF CITY UNDER THIS AGREEMENT**

3.1 **Scope of Services.** City of Modesto shall provide Fire Administrative Services for Turlock Fire, as more specifically described in this Article, within the jurisdictional area of City of Turlock. In providing such services, City of Modesto shall oversee the provisions of Turlock Municipal Code Title 4 Chapter 4-3 entitled “Fire Codes and Administration” (“Turlock Fire Code”). Throughout the term of the Agreement and as reasonably needed or as requested by City of Turlock, City of Modesto shall consult with City of Turlock regarding City of Modesto's implementation of the provisions of this Agreement.

3.2 **Bi-Annual Review of Services.** Unless otherwise waived by all the Parties, City of Modesto agrees to, and shall cooperate in, a bi-annual review of the expectations outlined in this Article, that shall take place at a mutually agreeable time between the Parties. If areas of improvement are identified during this review, then a reasonable corrective action plan shall be mutually developed and agreed upon. Such corrective action shall be memorialized in a writing signed by all the Parties.

3.3 **Advisory Committee.** An Advisory Committee, consisting of Turlock City Manager, one representative from the Turlock City Council, and the City's Fire Chief and Modesto City Manager, shall be formed to discuss and provide advisory input regarding the delivery of Fire Administrative Services for Turlock. The Advisory Committee shall agree to meet no less than twice per year at a mutually agreeable time and location.

3.4 **Description of Fire Administrative Services to be provided by City of Modesto.** The City of Modesto shall provide the fire administrative services listed in this Section 3.4 for Turlock Fire to maintain Fire Services for the City of Turlock. The City of Modesto shall:

- A. Serve as the "Fire Chief" as defined in the Turlock Municipal Code for Turlock Fire.
- B. Oversee and administer Turlock Fire operations including budget, training, personnel, facilities, and all other operations as directed by the Turlock City Council.
- C. Represent Turlock Fire in public meetings with local, state, and federal officials as needed to enhance and improve the protection of life in City of Turlock.
- D. Undertake Fire Services program planning and administration consistent with the terms and conditions of this Agreement.
- E. Assist in the development and administration of annual Turlock Fire budgets.
- F. Assist with emergency and disaster management within the Stanislaus County Emergency Operations Center as timely requested by the Turlock City Council.
- G. Coordinate procurement of all routine operational supplies, services, and equipment as necessary to provide the Fire Services outlined in this Agreement.
- H. Provide a Deputy Fire Marshal to coordinate and provide reasonable assistance to help ensure that fire safety inspections of all state-mandated occupancies are performed, enforcement of all applicable code related to fire prevention, and staff oversight within the City of Turlock. The Deputy Fire Marshal shall serve as the primary liaison for fire

prevention matters and shall work collaboratively with Turlock staff to ensure consistent and effective delivery of fire prevention services in alignment with Turlock’s municipal code and development review processes.

I. Maintain sufficient, segregated records relating to provision of Fire Administrative Services to Turlock Fire, including, but not limited to response time data for all incident responses. At a minimum, such records shall be sufficient to meet any and all federal and state reporting obligations as they relate to the provision of Fire Services, including but not limited to annual audits, mutual aid, and reimbursement for disaster response, hazardous material response, or other incident responses. Such records, reports and response data shall be provided to Turlock Fire, City of Turlock or the Turlock City Council at their request.

J. Coordinate the planning, development, and delivery of fire prevention and safety education programs for schools, businesses, community associations, child-care providers, and other members of the community. Fire prevention and life safety programs will be tailored to educate Turlock residents and business community to help preserve life and property.

K. Emergency Medical Services Oversight. Modesto shall provide enhanced administrative oversight and coordination of Emergency Medical Services (EMS) operations on behalf of Turlock. These responsibilities shall include, but are not limited to, assisting with EMS quality assurance and improvement programs, coordination with the County EMS Agency, support for EMS training and documentation systems, and providing administrative guidance on clinical operations and EMS policy development. Modesto shall assign personnel to ensure effective integration and compliance with local, state, and regional EMS standards and protocols.

### 3.5 Miscellaneous.

A. False Fire Alarms. City of Modesto will enforce the provisions of the Turlock Municipal Code providing for recovery of costs associated with responses to false fire alarms.

B. Hazardous Materials Releases. City of Modesto will enforce the provisions of the Turlock Municipal Code or Modesto Municipal Code providing for recovery of costs associated with responses to releases of hazardous materials.

## ARTICLE IV DUTIES OF CITY OF TURLOCK

4.1 **Payment for Fire Administrative Services.** City of Turlock shall compensate City of Modesto for the provision of Fire Administrative Services as further described in Article V of this Agreement.

4.2 **Fire Prevention Staff.** City of Turlock shall maintain Fire Prevention staff sufficient for continual operation. This staff shall include administrative support for scheduling, correspondence and billing, a Fire inspector(s) and plan review responsibilities.

4.3 **Vehicles.** The City of Turlock will provide vehicles for and to be driven by both the Deputy Chief and Deputy Fire Marshal. The Deputy Chief shall be provided with a vehicle equipped with radios and code 3 capabilities. The Deputy Fire Marshal vehicle will be similar to the fire inspector. City of Modesto employees shall also be permitted to drive and operate fire apparatus belonging to the City of Turlock. Any maintenance, repair, wear and tear, or malfunction of the vehicles will be the sole financial responsibility of the City of Turlock.

4.4 **Maintenance of Supplies.** The City of Turlock will continue to provide consumable supplies relevant to Fire Prevention and public outreach or education. Workstations will also be provided for the Deputy Chief, Deputy Fire Marshal.

## **ARTICLE V ANNUAL FIXED FEE FOR FIRE ADMINISTRATIVE SERVICES**

5.1 **Annual Fixed Fee for Services.** City of Turlock agrees to pay City of Modesto for all services provided pursuant to the terms and conditions of this Agreement in the amounts and times as set forth in Exhibit A and this Article.

A. The Fee Payment Schedule as set forth in Exhibit A is based upon the five (5) year budget projection describing the total reasonably anticipated costs of providing Fire Administrative Services for each Fiscal Year or portion thereof. Should the City of Modesto realize fiscal benefits through economies of scale if it contracts with additional agencies for fire administrative services, the fee for service paid by City of Turlock under this Agreement may be revised.

B. On the last day of each month throughout the duration of this Agreement, City of Turlock agrees to remit to City of Modesto payments amounting to 1/12<sup>th</sup> of the annual fiscal obligation hereunder, pursuant to the fee schedule set forth in Exhibit A. City of Turlock is responsible to pay the full monthly amounts as each are required pursuant to Exhibit A.

C. The Fee Payment Schedule and amounts due under this Agreement shall be pro-rated based upon Agreement execution date.

5.2 **Delinquent Payments.** In the event that City of Turlock fails to pay the entire amount described in Section 5.1.B. above within fifteen (15) calendar days of the due date (“Delinquent Payment”), the amount due shall be subject to the City of Modesto’s policy regarding delinquent payments in effect at the time of the Delinquent Payment.

A. In the event that City of Turlock does not pay the required monthly payment as identified in Section 5.1.B. within thirty (30) calendar days of the due date, the City of Modesto shall provide notice that all Fire Administrative Services may be terminated in thirty (30) calendar days.

B. In the event that City of Turlock does not pay the required monthly payment plus any penalty amounts assessed pursuant to City of Modesto policy at the end of the thirty (30) calendar day notification period give pursuant to Section 5.2.A, the City of Modesto shall have the option to terminate Fire Administrative Services immediately and without further notice.

5.3 **Service Level Reductions.** If budgetary constraints require service level reductions by any Party, all Parties agree to meet and confer.

## **ARTICLE VI PERSONNEL**

6.1 **Hiring of Employees.** At the time of execution of this Agreement, all current full-time Turlock Fire administrative staff will remain employed in their current positions with Turlock Fire.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

### **7.1 Mutual Indemnification.**

A. City of Modesto shall indemnify, defend and hold harmless City of Turlock (including their elected or appointed officials, employees, agents, volunteers, and attorneys as the same may be constituted now and from time to time hereafter) to the extent allowed by law and in proportion to City of Modesto's fault, against any and all third-party liability for claims, demands, costs, or judgments (direct, indirect, incidental, or consequential) of any kind including those involving bodily injury, personal injury, death, property damage, or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the negligent acts or omissions of its own elected or appointed officers, agents, employees, volunteers, or representatives carried out pursuant to the obligations of this Agreement.

B. City of Turlock shall indemnify, defend and hold harmless the City of Modesto (including its elected or appointed officials, employees, agents, volunteers, and attorneys as the same may be constituted now and from time to time hereafter) to the extent allowed by law and in proportion to City of Turlock's fault, against any and all third-party liability for claims, demands, costs, or judgments (direct, indirect, incidental, or consequential) of any kind including those involving bodily injury, personal injury, death, property damage, or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from their negligent acts or omissions of their own elected or appointed officers, agents, employees, volunteers, or representatives carried out pursuant to the obligations of this Agreement.

7.2 **Mutual Indemnification Obligations Survive Termination.** As to activities occurring or being carried out in the performance of this Agreement and during the term of this

Agreement, the obligations created by Agreement Section 7.1 shall survive termination of this Agreement.

### 7.3 **Public Liability and Property Insurance.**

A. Each Party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

(i) Commercial general liability or public liability with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

(ii) Auto liability insurance including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(iii) Workers' Compensation in accordance with California Labor Code Section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

B. All insurance required by this Agreement shall:

(i) Be placed: (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A: VII; or (2) disclosed self-insurance with limits acceptable to the other Party.

(ii) Provide that each Party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

C. Each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

### 7.4 **Workers' Compensation.**

A. City of Turlock shall provide the City of Modesto with an endorsement that its Workers' Compensation insurer waives the right of subrogation against the City of Modesto, its officers, officials, employees, and volunteers for all claims on or after the Effective Date of this Agreement during the tenure of said Agreement.

## **ARTICLE VIII MISCELLANEOUS**

8.1 **Amendments to Agreement.** No part of this Agreement shall be altered or amended without the written agreement of the Parties.

8.2 **Assignment.** The rights and obligations of the Parties under this Agreement are not assignable and shall not be delegated without the prior written approval of the Parties.

8.3 **Dispute Resolution.** The Parties recognize that this Agreement cannot represent a complete expression of all issues which may arise during the performance of the Agreement. Accordingly, City of Modesto and City of Turlock agree to meet and confer in good faith over any issue not expressly described herein to the end that City of Turlock will obtain the best Fire Administrative Services possible under the most favorable economic terms and that City of Modesto will be fairly and adequately compensated for the services it provides hereunder.

It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the other Party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within thirty (30) calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual agreement of the Parties. The costs of mediation will be borne by the Parties equally. No Party may initiate litigation prior to the conclusion of mediation. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code Section 1717.

8.4 **No Waiver.** The waiver of any Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies that become due hereunder shall not be deemed to be a waiver for any preexisting or concurrent breach or violation by the other Party of any provision of this Agreement.

8.5 **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties to it and their representatives, successors, and permitted assignees.

8.6 **Interpretation.** This Agreement shall be interpreted and construed reasonably and neither for nor against any Party, regardless of the degree to which any Party participated in its drafting. Each of the Parties has received the advice of legal counsel prior to signing this Agreement. Each Party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rules of construction based upon any Party being considered the Party "drafting" this Agreement.

When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever a reference is made herein to a particular provision of this Agreement, it means and includes all paragraphs, subparagraphs and subparts thereof, and, whenever a reference is made herein to a particular paragraph or subparagraph, it shall

include all subparagraphs and subparts thereof.

8.7 **Captions.** The captions in this Agreement are for convenience and reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

8.8 **References to Laws.** All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided.

8.9 **References to Days.** All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed excluding the first day and including the last day.

8.10 **Time of Essence.** Time is of the essence of this Agreement and of every part of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

8.11 **Severability.** If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and such remaining provision shall be enforced as if such invalid or unenforceable provision had not been contained herein.

8.12 **Choice of Law and Venue.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and the venue shall be in Stanislaus County, California.

8.13 **Entire Agreement.** This Agreement represents the full and entire Agreement between the Parties regarding the matters covered herein.

8.14 **Counterparts.** This Agreement may be executed in counterparts each of which shall be considered an original.

8.15 **Exhibits.** The following Exhibits are attached hereto and incorporated as if fully set forth herein:

Exhibit A: Fee Payment Schedule (FY 2021-2022 – FY 2027-2028)

8.16 **Notices.** All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To City of Turlock:

Gary Hampton  
Turlock City Manager  
156 S. Broadway, Ste. 230  
Turlock, CA 95380

To City of Modesto:

Joseph Lopez  
Modesto City Manager  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

8.17 **Joint Defense/Common Interest.** In the event of a third-party challenge of any type to this Agreement, the Parties agree to jointly defend the validity and implementation of the Agreement.

## EXHIBIT A FEE SCHEDULE

Original Agreement: February 1, 2022 to June 30, 2026

	<b>FY 21/22 (4.5 Months)</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>
<b>July</b>		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
<b>August</b>		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
<b>September</b>		\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>October</b>		\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>November</b>		\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>December</b>		\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>January</b>		\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>February</b>	\$14,061.59	\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>March</b>	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>April</b>	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>May</b>	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>June</b>	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$63,837.25
<b>Total</b>	<b>\$126,554.27</b>	<b>\$352,062.24</b>	<b>\$375,274.44</b>	<b>\$383,381.52</b>	<b>\$638,272.51*</b>

\*Fees for September 2025 to June 2026 are inclusive of services for EMS and a Deputy Fire Marshal

Extension of term: July 1, 2026 to June 30, 2031.

	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>FY 28/29</b>	<b>FY 29/30</b>	<b>FY 30/31</b>
<b>July</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>August</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>September</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>October</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>November</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>December</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>January</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>February</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>March</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>April</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>May</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>June</b>	\$59,600.84	\$63,941.76	\$67,287.09	\$70,811.29	\$74,537.77
<b>Total</b>	<b>\$715,210.06</b>	<b>\$767,301.11</b>	<b>\$807,445.08</b>	<b>\$849,735.48</b>	<b>\$894,453.24</b>

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Amended and Restated Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Modesto on the \_\_\_\_ day of \_\_\_\_\_, and the City of Turlock has caused this Amended and Restated Agreement to be duly executed in duplicate as of the Effective Date.

SAMPLE

CITY OF MODESTO,  
a municipal corporation

CITY OF TURLOCK,  
a municipal corporation

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Gary Hampton, City Manager

ATTEST:  
(Seal)

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DIANE NAYARES-PEREZ, City Clerk

NICOLE FIEZ, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

JOSE M. SANCHEZ, City Attorney

GEORGE A. PETRULAKIS  
City Attorney

APPROVED AS TO FORM:

Federal ID # \_\_\_\_\_

BY: \_\_\_\_\_

CHRISTINA D. ALGER  
Director of Human Resources (Risk)

Pursuant to Turlock Municipal Code Sections  
2-3-201 and 2-4-407(c), I hereby appoint  
Kevin Wise as the Fire Chief of the Turlock  
Fire Department.

BY: \_\_\_\_\_

SAMPLE