



REGULAR MEETING AGENDA

City of Black Hawk City Council
211 Church Street, Black Hawk, CO

January 11, 2023
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)

5. PUBLIC COMMENT: *Please limit comments to 5 minutes*

6. APPROVAL OF MINUTES: December 7, 2022 Special Meeting

7. PUBLIC HEARINGS:

A. CB1, An Ordinance Amending Article VIII of Chapter 1 of the Black Hawk Municipal Code Regarding the Official Newspaper of the City of Black Hawk

B. CB2, An Ordinance Amending Section 212 and Section 305 of the City of Black Hawk Employee Handbook

8. ACTION ITEMS:

A. Resolution 1-2023, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c)

B. Resolution 2-2023, A Resolution Approving Certain Service Agreements for Calendar Year 2023

C. Resolution 3-2023, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

D. Resolution 4-2023, A Resolution Appointing Chris Woolley and Ratifying the Appointment of Lynnette Hailey as Members of the Board of Directors of the Gilpin Ambulance Authority

E. Resolution 5-2023, A Resolution Approving the Purchase of an Enforcer Fire Engine, Stock #39702, from Pierce Manufacturing, Inc. in the Amount of \$953,605.00

9. CITY MANAGER REPORT:

10. CITY ATTORNEY REPORT:

11. EXECUTIVE SESSION:

Executive Session to hold a conference with the City's Attorney to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, other City-owned property, and potential property acquisition pursuant to C.R.S § 24-6-402(4)(e).

12. ADJOURNMENT:



**City of Black Hawk
City Council**

December 7, 2022

SPECIAL MEETING MINUTES

Alderman Paul Bennett had the honor of ringing the bell for the last time in 2022 to open the meeting. Alderman Bennett just celebrated his 85th birthday.

1. **CALL TO ORDER:** Mayor Spellman called the special meeting of the City Council to order on Wednesday, December 7, 2022 at 3:00 p.m.

2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbricht, Bennett, Johnson, Midcap, Moates, and Torres.

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Police Commanders Cooper and Jantz, Fire Chief Woolley, Fire Marshal Walsh, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, Community Planning and Development Director Linker, Development Services Coordinator Richards, SAFEbuilt Building Consultant Wester, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

Mayor Spellman asked for everyone to remain standing for a moment of silence on behalf of Gilpin County Commissioner Web Sill, who recently passed away on November 29, 2022; he added that he was a true friend to the City of Black Hawk.

3. **AGENDA CHANGES:** Mayor Spellman said there would be an additional agenda item added after the action items regarding team member gifts.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.

City Attorney Hoffmann asked the audience if there were any objections to any member of the Council voting on any issue on the agenda this afternoon. There were no objections noted.

5. PUBLIC COMMENT: Deputy City Clerk Martin confirmed no one had signed up to speak.

6. APPROVAL OF
MINUTES: November 9, 2022

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve the Minutes as presented.

MOTION PASSED There was no discussion, and the motion **PASSED** unanimously.

7. PUBLIC HEARINGS:

- A. CB25, An Ordinance Repealing Article II of Chapter 18 and Repealing and Reenacting Article I of Chapter 18 of the City of Black Hawk Municipal Code to Adopt By Reference the International Building Code, 2021 Edition; the International Fire Code, 2021 Edition; the International Residential Code for One and Two Family Dwellings, 2021 Edition; the International Mechanical Code, 2021 Edition; the International Plumbing Code, 2021 Edition; the International Energy Conservation Code, 2021 Edition; the International Existing Building Code, 2021 Edition; the International Fuel Gas Code, 2021 Edition; the International Swimming Pool and Spa Code, 2021 Edition, the International Property Maintenance Code, 2021 Edition, Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, ICC/ANSI A117.1 American National Standard – Accessible and Usable Buildings and Facilities, Most Current Edition; ASME A17.1-2019/CSA B44-19 American National Standard Safety Code for Elevators and Escalators, Most Current Edition Adopted by the State of Colorado; the National Electrical Code, Most Current Edition Adopted by the State of Colorado; and Making Specific Amendments to the Above Referenced Codes and Providing Penalties for Violations of the Ordinance**

Mayor Spellman read the Ordinance number and opened the public hearing.

Community Planning and Development Director Linker introduced this second reading of the Ordinance to adopt the codes collectively known as the International Code, 2021 Edition.

PUBLIC HEARING: Mayor Spellman declared Public Hearing on CB25 open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve CB25, an Ordinance repealing Article II of Chapter 18 and repealing and reenacting Article I of Chapter 18 of the City of Black Hawk Municipal Code to adopt by reference the International Building Code, 2021 Edition; the International Fire Code, 2021 Edition; the International Residential Code for One and Two Family Dwellings, 2021 Edition; the International Mechanical Code, 2021 Edition; the International Plumbing Code, 2021 Edition; the International Energy Conservation Code, 2021 Edition; the International Existing Building Code, 2021 Edition; the International Fuel Gas Code, 2021 Edition; the International Swimming Pool and Spa Code, 2021 Edition, the International Property Maintenance Code, 2021 Edition, Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, ICC/ANSI A117.1 American National Standard – Accessible and Usable Buildings and Facilities, most current edition; ASME A17.1-2019/CSA B44-19 American National Standard Safety Code for Elevators and Escalators, most current edition adopted by the State of Colorado; the National Electrical Code, most current edition adopted by the State of Colorado; and making specific amendments to the above referenced codes and providing penalties for violations of the Ordinance.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

B. 2023 Budget Adoption

- I. Resolution 69-2022, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2023 and Ending on the Last Day of December 2023, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth Within the Attached 2023 Budget**
- II. CB26, An Ordinance Levying General Property Taxes for the Year 2022 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2023 Budget Year**

Mayor Spellman read the titles and opened the public hearings.

Finance Director Hillis introduced these items and said there were a few minor changes from the work session, such as reducing the device fee revenue expected for 2023 by \$210,000 based on the last few months of numbers coming in and the City's contribution to the Gilpin Ambulance Authority due to the additional Gaming Impact Grant funding, which also

reduced the revenue from the Silver Dollar Metro District.

Mayor Spellman recommended two changes in the Mayor & Council budget: an increase in the Scholarship Fund to \$2,200/year from \$1500/year and an increase to Charlie's Place Shelter to \$9,000/year from \$6,000/year. He said it had been quite some time since the City had increased these amounts and recommended that Mr. Hillis come up with a plan, so we don't fall behind and move with the pace of inflation. Council agreed, and Mr. Hillis said he would make those changes.

Finance Director Hillis then confirmed that the City maintained its .036 mills as there was no change to the assessed value from the previous year.

PUBLIC HEARING:

Mayor Spellman declared Public Hearings on Resolution 69-2022, a Resolution summarizing expenditures and revenues for each fund and adopting a budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2023 and ending on the last day of December 2023, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2023 Budget, and CB26, an Ordinance levying general property taxes for the year 2022 to help defray the costs of government for the City of Black Hawk, Colorado for the 2023 Budget Year open and invited anyone wanting to address the Board either "for" or "against" the proposed Resolution or Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearings closed.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 69-2022, a Resolution summarizing expenditures and revenues for each fund and adopting a budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2023 and ending on the last day of December 2023, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2023 Budget.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve CB26, an Ordinance levying general property taxes for the year 2022 to help defray the costs of government for the City of Black Hawk, Colorado for the 2023 Budget Year.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

C. CB27, An Ordinance Amending Section 107 and Section 502 of the City of Black Hawk Employee Handbook

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann said there were some changes in state law, so this Ordinance brings the Employee Handbook into conformance with state law.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB27, an Ordinance amending Section 107 and Section 502 of the City of Black Hawk Employee Handbook open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve CB27, an Ordinance amending Section 107 and Section 502 of the City of Black Hawk Employee Handbook.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

D. CB28, An Ordinance Adopting the City of Black Hawk 2023 Pay Plan and Revised Job Descriptions

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner said the Pay Plan has not changed since discussed at the budget work session but explained there were job description changes for Fire, a reclassification for Community Planning & Development, and a new part-time executive assistant for Administrative Services.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB28, an Ordinance adopting the City of Black Hawk 2023 Pay Plan and revised job descriptions open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve CB28, an Ordinance adopting the City of Black Hawk 2023 Pay Plan and revised job descriptions.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

8. ACTION ITEMS:

A. Resolution 70-2022, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner recommended changes to the City's Fee Schedule on behalf of the Clerk's office and Community Planning & Development.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 70-2022, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

B. Resolution 71-2022, A Resolution Approving the Eleventh Addendum to Personal Services Agreement with 5280 Strategies, LLC

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner noted there was no proposed fee increase once again.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 71-2022, a Resolution approving the eleventh addendum to Personal Services Agreement with 5280 Strategies, LLC.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

C. Resolution 72-2022, A Resolution Adopting the 2023 City Council Regular Meeting Schedule

D. Resolution 73-2022, A Resolution Adopting the 2023 Holiday Schedule

E. Resolution 74-2022, A Resolution Adopting the 2023 Historic Preservation Commission Meeting Schedule

Mayor Spellman combined the items and read the titles.

City Clerk/Administrative Services Director Greiner introduced the items.

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 72-2022, a Resolution adopting the 2023 City Council Regular Meeting Schedule, Resolution 73-2022, a Resolution adopting the 2023 Holiday Schedule, and Resolution 74-2022, a Resolution adopting the 2023 Historic Preservation Commission Meeting Schedule.

MOTION PASSED

There was no discussion, and the motions **PASSED** unanimously.

F. Resolution 75-2022, A Resolution Approving the 2023 Contract with Pinnacol Assurance for Workers' Compensation Insurance

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner recommended staying with Pinnacol and explained the 34% increase in premiums was due to the City's 14% increase in salaries, experience modifications that have caught up with us, and an increase in overall rates for high-risk job classes across all municipalities. She added it still falls under the budgeted amount.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 75-2022, a Resolution approving the 2023 contract with Pinnacol Assurance for Workers' Compensation Insurance.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

Alderman Moates made a Motion to approve a Team Member Appreciation Gift of a \$500 after-tax check for all full-time team members and board members; it was seconded by Alderman Bennett.

Alderman Moates made a Motion to approve a Team Member Gratitude Dividend of a \$2000 after-tax check for all full-time team members, pro-rated based on the number of quarters of employment in 2022, with each quarter valued at \$500 for an annual total of \$2000; it was seconded by Alderman Midcap.

9. CITY MANAGER
REPORT:

City Manager Cole, on behalf of the management team and staff, thanked Council for a great year and looks forward to 2023.

10. CITY ATTORNEY
REPORT:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended items number 2 and 5 only for Executive Session to receive legal advice on specific legal questions regarding City-owned buildings and pending litigation and to instruct negotiators regarding potential property acquisition.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:17 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions regarding City-owned buildings and regarding pending litigation pursuant to C.R.S § 24-6-402(4)(b), and to instruct negotiators regarding the potential property acquisition pursuant to C.R.S § 24-6-402(4)(e).

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

**MOTION TO ADJOURN
EXECUTIVE SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:55 p.m.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

**MOTION TO RESUME
REGULAR OPEN
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to resume back into regular session at 3:55 p.m.

City Attorney Hoffmann stated it was Council's desire to make a motion to authorize the purchase of a portion of the AM 4556 mining claim, not to exceed \$24,000, plus closing costs. Mayor Spellman added that this was one of the parcels necessary to establish the trailhead leading from the Briggs Lot trailhead on Gregory Street up and over Bates Hill, which will tie into the Maryland Mountain/Quartz Valley open space area of Mountain Park.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to authorize the purchase.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

Mayor Spellman concluded by wishing everyone a Merry Christmas and happy holidays!

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:57 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 1
ORDINANCE 2023-1
AN ORDINANCE
AMENDING ARTICLE VIII
OF CHAPTER 1 OF THE
BLACK HAWK
MUNICIPAL CODE
REGARDING THE
OFFICIAL NEWSPAPER
OF THE CITY OF BLACK
HAWK**

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB1

ORDINANCE NUMBER: 2023-1

**TITLE: AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 1 OF THE
BLACK HAWK MUNICIPAL CODE REGARDING THE OFFICIAL
NEWSPAPER OF THE CITY OF BLACK HAWK**

WHEREAS, the provisions of Article VIII of Chapter 1 of the Black Hawk Municipal Code need to be updated to reflect that the *Gilpin County News* is no longer in existence, and that *The Mountain-Ear* is not published in Gilpin County and the United States Postal Service Periodical Permit as required by Section 24-70-102, C.R.S is not held at a Post Office located within Gilpin County; and

WHEREAS, The *Weekly Register-Call's* United States Postal Service Periodical Permit is held at the Black Hawk Post Office, Permit No. 0578-5839; and

WHEREAS, the City Council further desires to identify *The Weekly Register-Call* as the City's official newspaper because it meets the definition of *newspaper* as defined in Section 24-70-102, C.R.S. and in Section 1-152(3) of the City of Black Hawk Municipal Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. Section 1-153 of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 1-153. Designation of official newspapers.

Except as otherwise provided in this Article, the newspaper known as *The Weekly Register-Call* shall be the official newspaper for the publication of legal notices for the City.

Section 2. Section 1-154 of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 1-154. Discontinuance of official newspapers.

In the event that *The Weekly Register-Call* ceases to be published, the City Council, by resolution, may select a replacement newspaper.

Section 3. Section 1-155 of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 1-155. Alternative publication provision.

In the event that circumstances render the publication of legal notices in *The Weekly Register-Call* impracticable or otherwise ineffective, the City Clerk may publish any legal publication in an alternative newspaper of general circulation. The City Clerk shall determine which newspaper adequately satisfies the City's needs for accurate, timely, and reliable publication at a competitive or reasonable publication cost.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

READ, PASSED AND ORDERED POSTED this 11th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Amendment to Article VIII of Chapter 1 of the Municipal Code regarding the official newspaper of the City.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 1, An Ordinance Amending Article VIII of Chapter 1 of the Black Hawk Municipal Code regarding the official newspaper of the City of Black Hawk

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Weekly Register-Call (WRC) is the only newspaper to hold a United States Postal Service Periodical Permit to publish in Gilpin County. Staff received the Weekly Register-Call's letter of intent to be the City's Newspaper of Record on December 28, 2022 and recommends amending the code to designate the Weekly Register-Call as the sole official newspaper for publication of the City's legal notices and remove reference to any other newspaper.

AGENDA DATE: January 11, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

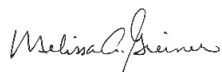
STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: WRC Letter of Intent Newspaper of Record


RECORD: [] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [] N/A

REVIEWED BY:



Melissa A. Greiner
City Clerk/Administrative Services Director



Stephen N. Cole
City Manager

THE WEEKLY REGISTER-CALL

PRICE: \$1.50

THE OLDEST WEEKLY NEWSPAPER IN COLORADO SINCE 1862



THE OFFICIAL NEWSPAPER OF RECORD FOR GILPIN COUNTY, BLACK HAWK, AND CENTRAL CITY

December 28, 2022

City of Black Hawk Alderman
PO Box 68
201 Selak Street
Black Hawk, CO 80422

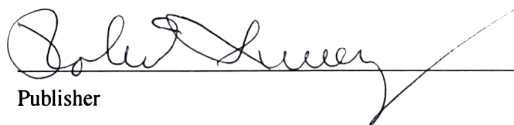
Dear Council,

It has been an honor to serve the citizens of the City of Black Hawk for 160 years, and we would like to continue to do so in 2023 by publishing your legal notices.

As you are aware, the Weekly Register-Call is the only newspaper qualified to serve your needs as a legal publication under C.R.S. Chapter 24.

The legal line rate set by the State of Colorado for governmental entities is .46¢ for the first publication and .39¢ for subsequent publications. Because that rate has not increased for three decades, we do charge a minimal \$15 fee for Publisher Affidavits.

Thank you.


Publisher

**COUNCIL BILL 2
ORDINANCE 2023-2
AN ORDINANCE
AMENDING SECTION 212
AND SECTION 305 OF THE
CITY OF BLACK HAWK
EMPLOYEE HANDBOOK**

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB2

ORDINANCE NUMBER: 2023-2

TITLE: AN ORDINANCE AMENDING SECTION 212 AND SECTION 305 OF THE CITY OF BLACK HAWK EMPLOYEE HANDBOOK

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. Section 212 of the City of Black Hawk Employee Handbook is amended to read as follows:

212 COMPENSATION POLICY

Salary Range:

The City of Black Hawk's salary range is an important component of our effective compensation program and helps ensure that pay levels for the City's jobs are competitive externally and equitable internally. The salary range controls overall base salary cost by providing a cap on the range paid for particular jobs. The salary range was established with entry levels 10% higher than the average of like positions within the competitive set. A range of 30% ~~40%~~ is the span between the minimum and maximum base salary paid by the City of Black Hawk. The City may, from time to time, review starting salaries if it is apparent the market has changed for given positions.

Supervisors and Department Directors have the latitude to compensate new employees as much as fifty percent (50%) ~~above~~ at a starting salary within the starting-salary range for each position, with City Manager approval.

Section 2. Section 305 of the City of Black Hawk Employee Handbook is amended to read as follows:

305 HOLIDAYS

The City will recognize the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)

- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)
- New Year's Eve (December 31)

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If an eligible, non-exempt employee is required to work on an actual holiday, they will receive "Holiday Pay," which is defined as one-and-one-half (1½) their regular rate for the actual hours worked, **up to a maximum of ten (10) hours.** ~~the amount of hours recognized for that holiday (eight [8] hours for a full day).~~ All hours worked on a holiday in excess of ~~the recognized~~ **ten (10)** hours will be paid at the employee's straight-time rate.

Eligible non-exempt employees may elect to work on a designated holiday and retain their PTO leave to use another day, with prior permission from their supervisor. However, in such case, the employee is not eligible for "Holiday Pay" and will be paid at their straight-time rate.

Essential personnel, including uniformed Fire personnel, Police Officers, Communications Officers, and Public Works personnel who are necessary for the operation of the City will receive "Holiday Pay" for the actual holiday hours if their shifts start on the holiday and they work the number of hours recognized for that holiday.

RESOLVED AND PASSED this 11th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Amendments to the 2022 Employee Handbook.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 2, An Ordinance Amending Section 212 and Section 305 of the City of Black Hawk Employee Handbook

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Proposed amendments to the 2022 Employee Handbook in response to labor market challenges and amendments related to premium pay for worked Holidays.

AGENDA DATE: January 11, 2023

WORKSHOP DATE: N/A

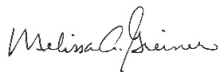
FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

RECORD: [] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [] N/A

REVIEWED BY:



Melissa A. Greiner
City Clerk/Administrative Services Director



Stephen N. Cole
City Manager

RESOLUTION 1-2023
A RESOLUTION
ESTABLISHING A
DESIGNATED PUBLIC
PLACE FOR THE POSTING
OF MEETING NOTICES
PURSUANT TO C.R.S. § 24-
6-402(2)(c)

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 1-2023

**TITLE: A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC
PLACE FOR THE POSTING OF MEETING NOTICES PURSUANT
TO C.R.S. § 24-6-402(2)(c)**

WHEREAS, C.R.S. § 24-6-402(2)(c) requires the City to annually designate the public place for posting notices to comply with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* (the "Open Meetings Law");

WHEREAS, consistent with House Bill 19-1087, the City hereby desires to post notice of the City's public meetings not only in physical locations, but also on the City's website as the City's official online presence to the greatest extent practicable; and

WHEREAS, the notice must have specific agenda information, posted no less than twenty-four (24) hours prior to the meeting, must be accessible at no charge to the public, must be searchable by type of meeting, date of meeting, time of meeting and agenda contents, shall link to any social media accounts of the local public body, shall provide the address of the website to the Department of Local Affairs, and shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-hours (24) hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or interruption in internet service that prevents the public from accessing the notice online.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. **Designation.** The City Council of the City of Black Hawk, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the City website at www.cityofblackhawk.org as the official place for posting notices. The City may additionally post notices at City Hall, located at 201 Selak Street, and any City social media accounts. If there is a known outage or an emergency meeting, the City may post a physical notice at the public entrance of the City Hall of Black Hawk, located at 201 Selak Street.

RESOLVED AND PASSED this 11th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution establishing a designated public place for the posting of Meeting Notices as required by the Colorado Open Meeting Law

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 1-2023 Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c).

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City Council of the City of Black Hawk, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the City website at www.cityofblackhawk.org as the official place for posting notices. The City may additionally post notices at City Hall, located at 201 Selak Street, and any City social media accounts. If there is a known power outage or an emergency meeting, the City may post a physical notice at the public entrance of the City Hall of Black Hawk, located at 201 Selak Street.

AGENDA DATE: January 11, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Melissa Greiner
City Clerk/Administrative Services Director

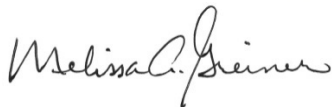
DOCUMENTS ATTACHED: N/A

RECORD: []Yes [X]No


CITY ATTORNEY REVIEW: [X]Yes []N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC,
City Clerk/Administrative Services Director



Stephen N. Cole, Acting City Manager

RESOLUTION 2-2023
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2023

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 2-2023

**TITLE: A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS
FOR CALENDAR YEAR 2023**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Service Agreements for Community
Planning and Development services, with the entities and for the services set forth below (the
"Agreements"), and authorizes the Mayor to sign the Agreements on behalf of the City.

<u>Entity</u>	<u>Service</u>	<u>Not to Exceed Amount</u>
ATIS Elevator Inspection	Conveyance	\$50,000
Baseline Engineering Corporation	Land Use	\$225,000
Bruce Michalak	City Advocate	\$50,000
	Grant Program	
Independent Painting	Exterior Paint Program	\$100,000
PEH Architects	Grant Program	\$110,000
	187 Clear Creek	
Pinyon Environmental, Inc.	Historic Preservation	\$100,000 (with a \$1,000) month retainer)
SAFEbuilt Colorado, LLC	Building Official, Plan Review, Inspection Services	\$50,000
SAFEbuilt Colorado, LLC	Commercial Code Enforcement	\$50,000
Weecycle Environmental Consulting, Inc.	Environmental	\$50,000

RESOLVED AND PASSED this 11th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of specific Community Planning and Development Professional and Personal Services Agreements for the calendar year 2023.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE *Resolution No. 2-2023 approving specific Community Planning and Development Professional and Personal Services Agreements for the calendar year 2023.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Community Planning and Development use professional services to supplement City staff time, provide an independent perspective, ensure credibility, and serve as a technical advisor to the department. The Professional and Personal Services Agreements are a budgeted item, each with a not to exceed amount reflected below, completed according to the Scope of Work and Schedule of Values. Effective dates for these agreements are January 11, 2023, through January 10, 2024.

Staff recommends using the following consultants:

<u>Entity</u>	<u>Service</u>	<u>Amount</u>
ATIS Elevator Inspections LLC	Conveyance	Not to Exceed \$50,000
Baseline Engineering Corporation	Land Use	Not to Exceed \$225,000
Bruce Michalak	City Advocate Grant Program	Not to Exceed \$50,000
Independent Painting	Exterior Paint Program	Not to Exceed \$100,000
PEH Architects, Inc.	Grant Program - 187 Clear Creek	Not to Exceed \$110,000.00
Pinyon Environmental, Inc.	Historic Preservation	Not to Exceed \$100,000 Plus, a guaranteed \$1,000 per month retainer
SAFEbuilt Colorado, LLC	Building Official Plan Review Inspection Services	Not to Exceed \$50,000
SAFEbuilt Colorado, LLC	Commercial Code Enforcement	Not to Exceed \$50,000
Weecycle Environmental Consulting, Inc.	Environmental	Not to Exceed \$50,000

AGENDA DATE:

January 11, 2023

WORKSHOP DATE:

N/A

FUNDING SOURCE:

010-1901-4193319 – Prof Svs / Other Consultants
010-1901-4193322 – Prof Svs / Services Billed Out
010-1101-4115813 – Residential Paint Program
203-0000-5025800 – Preservation / Prog Expenses
305-3101-4317570 – Residential Restoration Program

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED:

Resolution 2-2023
Professional Services and Personal Services
Agreements

RECORD:

☐ Yes ☒ No

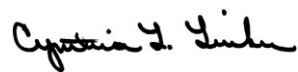
CoBH CERTIFICATE OF INSURANCE REQUIRED

☒ Yes ☐ No

CITY ATTORNEY REVIEW:

☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES

ATIS ELEVATOR INSPECTIONS LLC

**RESOLUTION 2-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **11th day of January, 2023**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **ATIS ELEVATOR INSPECTIONS LLC** hereinafter referred to as "Contractor").

RECITALS:

A. **The City requires expertise in elevator inspections, witness testing, certificate and records management, elevator management and consulting, and invoicing administration, on behalf of the Black Hawk Conveyance Program as established and administered by the City (the "Project").**

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City on-call expert elevator inspection and conveyance management services, as described in Exhibit A.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor

will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed \$50,000.00 or the amounts described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include a breakdown of all charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 10, 2024**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally

liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the

Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period

thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

**Russell Holt, Colorado Field Manager
ATIS Elevator Inspections, LLC
26 W. Dry Creek Circle, Suite No. 650
Littleton Colorado 80120
rholt@atis.com
303-241-8871**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

ATIS ELEVATOR INSPECTIONS, LLC

By: _____
Russell Holt

Its: Colorado Field Manager

Date: _____

EXHIBIT A

SCOPE OF SERVICES – 2023

ATIS ELEVATOR INSPECTIONS, LLC

PURPOSE:

1. The City of Black Hawk (City) requires a committed team of dedicated trained experts, certified, and licensed professionals to support the City by playing a key role in providing a full-service, all-inclusive Conveyance Program.
2. As the Authority Having Jurisdiction (AHJ), the City manages and enforces the Conveyance Inspection Program. This responsibility includes meeting State of Colorado mandates to ensure that all conveyances meet or exceed minimum safety standards.

GENERAL PROVISIONS:

ATIS provides the below scope of services to the City, which includes, but may not be limited to, the following tasks:

ATIS PROVISIONS:

1. NetSuite software;
2. Vehicles, fuel, and vehicle maintenance;
3. Cell phones and iPads;
4. Insurance;
5. Salaries and benefits;
6. Professional appearance, attire, and badge;
7. Membership dues and certifications;
8. Provide customer service with professionalism, patience, and a people-first attitude. Interact with customers to address their concerns, answer their questions, to successfully assist them with their needs;
9. Current resumes and certificates for all ATIS staff assigned to the City.
10. Follow the Colorado Conveyance Program Requirements outlined by the Colorado Department of Labor and Employment, the Division of Oil and Public Safety, and the City of Black Hawk Standard Operating Procedure for Conveyance. ATIS shall make known to the City all potential conflicts of interest.

TECHNICAL ADVISOR:

1. Act as the dedicated technical advisor and expert resource for City staff, consultants, and business communities for all Conveyance questions. Provide expert, independent perspectives to ensure program credibility.
2. Provide an expert, independent perspective to ensure program credibility while administering, managing, and overseeing coordination obligations to ensure completion of inspections and inspection reports before the certificate expiration date.
3. Interpret legal code requirements and recommend compliance procedures.
4. Attend the Weekly Progress meetings, Development Review Committee meetings, or Construction Project meetings as required.
5. Assist the Black Hawk Building and Fire Department with elevator-related issues and code adoptions.
6. Use the City's fee schedule for all invoice and permit fees.
7. Use Conveyance@cityofblackhawk.org to email correspondence to the City.

ADMINISTRATIVE SERVICES:

1. Use Dropbox as the City's depository to store all finalized records, and share files for each Conveyance registered in Black Hawk. Eventually, add NetSuites as another City-approved cloud storage service.
2. Track all data and compliance status, including critical inspection and service expiration dates, through the Master Excel Spreadsheet in Dropbox.
3. Automatically schedule and track all inspections and site visits using the Master Excel Spreadsheet.
4. Use the Outlook Calendar invite to schedule inspections upon a certificate's expiration. Acceptance of the invite by the Conveyance Owner, the Conveyance Contractor/Mechanic automatically permits ATIS staff to perform the inspection.
 - a. Scheduling the initial inspection is a non-reimbursable expense for ATIS.
 - b. Re-inspection scheduling is a reimbursable expense for ATIS and is invoiced to the Conveyance Owner per the City of Black Hawk adopted fee schedule.
5. Send all inspection tickets, and certificates in Word and PDF formats to the City at Conveyance@cityofblackhawk.org for processing and distribution to the Conveyance Owner within ten (10) business days from the inspection date.
6. Create a correct and accurate invoice in Word and PDF formats and send it to the City with the corresponding Inspection Ticket and Certificate to Conveyance@cityofblackhawk.org. Invoices must be received no later than thirty (30) business days from the inspection date.

PLAN REVIEW:

1. All permit applications for Minor and Major repairs, New and Modernized conveyances are electronically submitted using the CommunityCore portal.
2. ATIS representatives complete review within established review cycles:
 - a. A **Minor** project is a total of **12 business days** (excluding City and ATIS Holidays),
 - b. A **Major** project is a total of **30 business days** (excluding City and ATIS Holidays),
 - c. Upon completion of the review cycle, ATIS provides the Development Services Coordinator with one (1) set of electronically stamped finalized approved plans, all supporting documentation, and the appropriate permit fees for the fee statement uploaded into CommunityCore.

INSPECTION SERVICES:

1. Perform inspections during Regular Business Hours, Monday, Tuesday, Wednesday, and Thursday between 7:00 a.m. and 4:00 p.m.
2. No inspections performed on ATIS, City, or National Holidays.
3. ***NON-EMERGENCY INSPECTIONS OUTSIDE REGULAR BUSINESS HOURS*** performed when the following applies:
 - a. The Community Planning & Development Director or appointed designee receives a request 48 hours in advance;
 - b. The City contacts ATIS with the request and confirms if an inspector is available;
 - c. ATIS is not obligated to fulfill the request if an inspector is not readily available;
 - d. If an inspector is available, the City provides authorization to ATIS to perform the inspection;
 - e. Non-Emergency Inspections Outside Regular Business Hours are subject to additional inspection fees based on the adopted fee schedule. The City generates and sends an invoice to the Conveyance Owner.
4. ***EMERGENCY LIFE & SAFETY INSPECTIONS*** performed when the following applies:
 - a. A call is placed directly to the **ATIS representative, Russell Holt, at 303-241-8871**. If the ATIS Representative does not answer, the caller leaves their Name, Contact Number, Address, and the Nature of the Life and Safety Emergency. When the ATIS representative receives the message and returns the call, arrangements are finalized for an inspector to visit the site.
 - b. Emergency Inspections are conducted on an as need basis and are not subject to Inspection Outside of Normal Business Hours fees.
5. Include the conveyance number, type of inspection, and inspection date in all correspondence. Legibly document the inspection results and all noted violations, including the applicable code reference.
6. Conduct the inspection using the appropriate edition of the adopted code, and follow the State of Colorado Conveyance regulations and any amendments adopted by the City for all inspections.
7. Confirm registration of the inspected Conveyance inspected with the Colorado Division of Oil and Public Safety.
8. Explain all violations found during the inspection to the Conveyance Owner, Conveyance Contractor, /Mechanic. Communicate all red flag items and repeat offenses to the City's Development Services Coordinator.
9. Send all finalized inspection reports and certificates in Word and PDF electronic formats within **ten (10) days or less** of the inspection date to the City at Conveyance@cityofblackhawk.org

CITY OF BLACK HAWK RESPONSIBILITIES:

1. Provide access to CommunityCore and Dropbox, a centralized location to manage conveyance files and data functioning as the City's depository for all finalized records generated for each project.
2. Bluebeam Revue studio session host with a multi-department review, if required.
3. Oversee the building permit application process, using CommunityCore, from application submittal, plan review, fee collection, and issuance of approved plans, inspection card, and inspection scheduling instructions.
4. Upload all submitted, reviewed, and approved documents weekly to Dropbox.
5. Evaluate for accuracy all invoices and submit them to the Finance Department for payment.
6. Evaluate for accuracy all Conveyance Certificates and emails to the Conveyance Owner within 30 days of the inspection.
7. Review the weekly inspection reports and Master Excel spreadsheet for accuracy and compliance.
8. Participate in Weekly Progress meetings.

All items outlined in this Scope of Services shall follow the Schedule of Charges described in Exhibit A-1.

EXHIBIT A-1

SCHEDULE OF CHARGES – 2023

ATIS ELEVATOR INSPECTIONS, LLC

Reference the current Fee Schedule as adopted by the City of Black Hawk



AMERTES-01

DALBERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith McGehee 222 S. Central Suite 700 Clayton, MO 63105	CONTACT NAME: Donna Albers	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: dalbers@smis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyd's	524210
INSURED American Testing & Inspection Services, LLC ATIS Elevator Inspections, LLC CNY Elevator Inspections, LLC 600 Emerson Rd., Suite 225 Creve Coeur, MO 63141	INSURER B : Endurance American Insurance Company	10641
	INSURER C : National Liability & Fire Insurance	20052
	INSURER D : Admiral Insurance Company	24856
	INSURER E : The Hanover Insurance Company	22292
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLL-11026-00	12/10/2022	12/10/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXEC30000224006	12/10/2022	12/10/2023	EACH OCCURRENCE \$ 9,000,000
							AGGREGATE \$ 9,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC927858367204	12/10/2022	1/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabili			EO000031407	12/10/2022	12/10/2023	Per Claim & Aggregat \$ 5,000,000
E	Crime			BDK-D862898-01	12/10/2022	12/10/2024	Per Claim \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Primary Umbrella Above: Aggregate \$5,000,000

Excess Umbrella: Carrier Crum & Forster; Term: 12/10/22 to 12/10/23; Policy #SEO-121649; Aggregate, : \$4,000,000; Retention: \$0

Total Umbrella Limit: \$9,000,000

Primary Professional Above; Aggregate: \$3,000,000

Excess Professional Liability: Carrie Admiral Insurance; Term: 12/10/22 to 12/10/23; Policy #BO621PATIS000321; Aggregate/Claim \$2,000,000; Deductible \$0

Total Professional Liability Limit: \$5,000,000

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Blackhawk
211 Church St
Black Hawk, CO 80422

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Smith McGehee		NAMED INSURED American Testing & Inspection Services, LLC ATIS Elevator Inspections, LLC CNY Elevator Inspections, LLC 600 Emerson Rd., Suite 225 Creve Coeur, MO 63141
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

City of Blackhawk, its officers and employees are included as additional insured on the general and excess liability policies on a primary and non-contributory basis as required by written contract. Waiver of subrogation in favor of additional insureds and included on the workers compensation coverage where permitted by law.

CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES

BASELINE ENGINEERING CORPORATION

**RESOLUTION 2-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **11th day of January, 2023**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **BASELINE ENGINEERING CORPORATION** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires **miscellaneous on-call consulting services for planning, land use and development review** (the "Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, **on-call consulting services on various planning, land use and development review, as described in Exhibit A.**, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed \$225,000.00 without prior approval for the work described in Exhibit A. Special Projects require prior approval with Baseline providing a quote based on the attached schedule of charges in Exhibit A-1 and Exhibit A-2. Payment shall be made in accordance with the schedule of charges in Exhibit A-1 and Exhibit A-2. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 10, 2024**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by

Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

**Vincent Harris, Vice President
Baseline Engineering Corporation
112 North Rubey Drive, Suite 210
Golden, Colorado 80403
vince@baselinecorp.com
Telephone 303.912.1900**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

BASELINE ENGINEERING CORPORATION

By: _____
Vincent Harris

Its: Vice President

Date: _____

EXHIBIT A

SCOPE OF SERVICES - 2023

PURPOSE:

The City of Black Hawk (City) requires a committed team of dedicated, trained, knowledgeable, certified, and licensed professionals to support the City by providing full-service, all-inclusive Public Sector Community Planning and Development services.

GENERAL PROVISIONS:

1. Baseline supplements City staff time, acting as a technical advisor and resource, offering an independent perspective, and ensuring credibility while administering, managing, and overseeing coordination obligations for all phases of the City's Community Planning and Development projects.
2. Baseline provides a sustainable approach to all planning and land development assignments and projects with professionalism, patience, and a people-first attitude.
3. Baseline provides the below scope of services to the City, which includes, but may not be limited to, the following tasks:

PROFESSIONAL PLANNING ACTIVITIES:

1. Participate in the creation of workflow processes and standard operating procedures. Assist in keeping the information current.
2. Advise the CP&D Director and staff on planning matters, workflow processes, and procedures.
3. Act as a technical advisor and resource for the City staff, consultants, and residential and business communities.
4. Make recommendations and advise the City on adopting and amending Municipal Code regulations and Commercial Design Guidelines. Advise how changes and amendments may adversely impact development projects.
5. Oversee specialized planning functions such as large-scale new development proposals and projects.
6. Review all land-use applications and development proposals following regulations and accepted planning practices. Monitor and ensure compliance with local, state, and federal laws. Prepare all staff report documents and coordinate council packets based on the approved City Council planning calendar. Review building applications for land use purposes, as requested.
7. Perform public outreach, research, and special studies, and prepare PowerPoint presentations as directed.
8. Handle simple to complex tasks efficiently and effectively by providing professional planning services that include but are not limited to the following:
Address Changes, Annexations/Deannexations, Board of Appeals, Certificates of Architectural Compatibility, Commercial Design Guidelines, Comprehensive Plan, Conditional Use Permits, Development Agreements, Easements, Floodplain/FEMA Regulatory Requirements/Permitting, Illustration Design and Mapping, Landscape Design/Plan Review, Planned Unit Developments, Plats (Annexation/Minor/Major/Subdivision), Signage (Comprehensive/Standard), Site

Development Plans, Site/Land Inspections, Special Use Permits, Vacation Requests, Variance Requests, Zoning/Rezoning Requests.

9. Attend Weekly Progress, Development Review Committee, Owner/Architect/Contractor, and City Council meetings in person or remotely. Perform post-administrative actions as directed and provide follow-up communications within the designated deadline.
10. Oversee and administer the FEMA Floodplain development program for the City.
11. Update standard operating procedures, applications, checklists, and related forms as the City directs.
12. Use CommunityCore to process and workflow all Land Use applications.

PLAN REVIEW SERVICES:

1. Accept Dropbox as the place to store, share files and collaborate on projects or other City-approved cloud storage services.
2. Upload all submitted, reviewed, and approved documents weekly into the City Dropbox.
3. Bluebeam Revue studio session Host:
 - a. Bluebeam is an electronic Plan review management software that can track and keep teams on the same page throughout the plan review process and helps move the project forward to permit issuance or document approval.
 - b. The Host is the person who starts and controls the Studio Session.
 - c. The Host begins the Session, adds the documents, is responsible for referral agency coordination, invites the attendees, and defines security and permissions.
 - d. The Host includes a Black Hawk-approved cover sheet, generates a mark-up summary, and returns the submittal documents with the cover sheet and mark-up summary to the applicant and Black Hawk Development Services Coordinator within the established review cycle.
 - e. The Host manages the Session throughout its life cycle, adding new documents, removing old ones, and inviting new attendees.
 - f. Once the Session has run its course, the Host distributes one (1) set of electronically stamped finalized approved plans and all supporting documentation to the applicant, Dropbox, and Black Hawk Development Services Coordinator and closes the Session.
4. Baseline representatives complete review within established review cycles:
 - a. A **Minor** project is a **total of 12 business days** (excluding City and Baseline Holidays), **10 days** for review and comments, and **2 days** for CommunityCore or the Bluebeam Studio Session designee to prepare a cover sheet, mark-up summary, and distribute within the established review cycle.
 - b. A **Major** project is a **total of 30 business days** (excluding City and Baseline Holidays), **28 days** for review and comments, and **2 days** for the CommunityCore or the Bluebeam Studio Session designee to prepare a cover sheet, mark-up summary, and distribute within the established review cycle.
 - c. The City evaluates projects that require an extended review time on a case-by-case basis.
 - d. Review cycles are subject to change based on the City of Black Hawk City Manager and City Council.

INSPECTION SERVICES:

1. Applicant requests all initial and re-inspections 48 hours in advance via CommunityCore. Baseline schedules the inspection Monday-Friday from 9:00 a.m. – 3:00 p.m. (excluding City and Baseline holidays).
2. **Certificate of Architectural Compatibility.** Compile and distribute the report to the applicant and City within **two (2) business days** of the inspection.
3. **Miscellaneous Project Inspections.** Perform various inspections identified by the City. Compile and distribute the report to the applicant and City within **two (2) business days** of the inspection.

CITY OF BLACK HAWK PROVIDED SERVICES:

1. Provide City-approved forms and documents electronically.
2. Provide access to CommunityCore.
3. Provide access to Dropbox, a centralized location to store, share and manage land use files and data. This cloud storage device functions as the City's depository for all finalized records generated for each project.

EXHIBIT A-1

SCHEDULE OF CHARGES – PLANNING - 2023

BASELINE ENGINEERING CORPORATION

Title	Reg Rate	City Rate
Planning Director	\$188	\$169
Planning Manager	\$160	\$144
Project Manager	\$150	\$135
Senior Planner	\$132	\$118
Landscape Designer, RLA	\$137	\$123
Principle Planner	\$124	\$111
Landscape Designer II	\$120	\$108
Associate Planner	\$113	\$101
CAD Technician I	\$107	\$ 96
Landscape Designer I	\$105	\$ 94
Planning Technician	\$ 95	\$ 85
Administrative	\$ 75	\$ 67

EXHIBIT A-2

SCHEDULE OF CHARGES – ENGINEERING - 2023

BASELINE ENGINEERING CORPORATION

Title	Reg Rate	City Rate
Principal	\$240	\$216
Division Manager	\$214	\$192
Field Inspector	\$119	\$107
Field Inspector II	\$140	\$126
Senior Project Manager, PE	\$199	\$179
Project Manager, PE	\$179	\$161
Project Engineer, PE II	\$158	\$142
Project Engineer, PE I	\$140	\$126
Project Engineer, EIT	\$130	\$117
Staff Engineer/Designer III	\$125	\$112
Staff Engineer/Designer II	\$117	\$105
Staff Engineer/Designer	\$110	\$100
CAD Technician I	\$107	\$ 96
Administrative	\$ 80	\$ 72

CERTIFICATE OF INSURANCE
BASELINE ENGINEERING CORPORATION

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME:	
	PHONE (A/C, No. Ext): () -	FAX (A/C, No): () -
INSURED Baseline Engineering Corporation 112 N Rubey Drive, Suite 210 Golden, CO 80403	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Co	NAIC # 25615
	INSURER B: Travelers Indemnity Company of CT	25682
	INSURER C: QBE Insurance Corporation	39217
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-1J167550	5/23/2022	5/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7R996126	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5K267509	5/23/2022	5/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			ANE44712-03	5/23/2022	5/23/2023	Each Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

City of Black Hawk, its officers and employees as additional insureds on general liability as required by written contract but only as respects operations of the named insured.

CERTIFICATE HOLDER City of Black Hawk P.O. Box 68 211 Church Street Black Hawk CO 80422	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES

CITY ADVOCATE

HISTORIC RESTORATION AND COMMUNITY PRESERVATION PROGRAM

**RESOLUTION 2-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **11th day of January, 2023**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **BRUCE MICHALAK** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous on-call consulting services for a Historic Restoration and Community Preservation Program Advocate (Advocate). The successful candidate acts on behalf of the City and the Property Owner to ensure the Residential Preservation and Rehabilitation Project(s) meet or exceed the quality control standards set by the City and outlined in the approved construction drawings and specifications (hereinafter referred to as the "Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, on-call consulting services for a Historic Restoration and Community Preservation Program Advocate (Advocate), as described in Exhibit A, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials

developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed \$50,000.00 without prior approval for the work described in Exhibit A. Special Projects require prior approval with Bruce Michalak providing a quote based on the attached schedule of charges in Exhibit A-1. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 10, 2024**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any

other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum

insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

**Bruce Michalak
Historic Restoration and Community Preservation Program Advocate
2462 CR 21
Fort Lupton, CO 80621
Email: bruce2462@yahoo.com
Telephone: 720.635.7456**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Bruce Michalak
Historic Restoration and Community Preservation Program Advocate

By: _____
Bruce Michalak

Date: _____

EXHIBIT A

SCOPE OF SERVICES - 2023

The City of Black Hawk (City) requires a Historic Restoration and Community Preservation Program Advocate (Advocate). The successful candidate acts on behalf of the City and the Property Owner to ensure the Residential Preservation and Rehabilitation Project(s) meet or exceed the quality control standards set by the City and outlined in the approved construction drawings and specifications. **The Scope of Service includes but may not be limited to the following:**

- Listen to and communicate with all parties in an open-minded manner;
- Perform on-site quality control inspection for workmanship, quality of materials, and conformity with approved construction drawings and specifications;
- Identify and document all quality control concerns, issues, and problems;
- Stop all work that does not meet the quality control standards set by the City and outlined in the approved construction drawings and specifications and request corrective measures;
- Make corrective measure recommendations to remedy quality control concerns, issues, and problems;
- Attend weekly progress meetings and planned design team meetings;
- Assist Community Planning & Development with reviewing the contractor pay applications to verify the evidence of work, schedule of values, and lien waivers.

**EXHIBIT A-1
SCHEDULE OF CHARGES – 2023**

**BRUCE MICHALAK
HISTORIC RESTORATION AND COMMUNITY PRESERVATION
PROGRAM ADVOCATE**

Field Inspections:

\$120/per hour

- Monday thru Thursday – 8:00 a.m. to 4:00 p.m.

Meetings:

\$110/per hour

- In-Person
- Zoom

Administrative Work:

\$100/per hour

- Building Consulting/Miscellaneous Services
 - Building Plan Review
 - Project or Material Specification Review
 - Project Schedule Review
 - Pay Application Review to Include but not limited to Verification of Work, Schedule of Values, and Lien Waivers
- Receive or Make Phone Calls
- Receive or Initiate Emails
- Generate Letters or Reports

Travel and Vehicle Maintenance:

\$150/per trip

- Door-to-Door Travel - To and From Black Hawk

\$120/per hour

- Door-to-Door Travel – Locations Other Than Black Hawk

**ALL HOURLY RATES ARE CALCULATED AT 15-MINUTE INTERVALS
RATES ARE ALL-INCLUSIVE**

CERTIFICATES OF INSURANCE

BRUCE MICHALAK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JNR Insurance Agency, LLC 21 N 1st Avenue Suite 140 Brighton CO 80601		CONTACT NAME: Rachel Munoz Florido PHONE (A/C No. Ext): (303) 659-5200 E-MAIL ADDRESS: rachel@jnrinsuranceagency.com FAX (A/C, No): (303) 496-7200	
INSURED Bruce Michalak 2462 Cty Rd 21 Fort Lupton CO 80621		INSURER(S) AFFORDING COVERAGE INSURER A: HISCOX INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5210699	07/26/2022	07/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		5210699	07/26/2022	07/26/2023	Aggregate Occurrence Limit \$2,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City.

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk 201 Selak St PO Box 68 Black Hawk CO 80422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PERSONAL SERVICES

INDEPENDENT PAINTING

**RESOLUTION 2-2023
JANUARY 11, 2023**

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Black Hawk**, hereinafter referred to as "City," and **Independent Painting**, whose address is **PO Box 672, Central City, CO 80427**, hereinafter referred to as "Contractor" as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** The Contractor shall perform the following: instruction and/or services during the days and times and at the location, as more particularly described in **Attachment "A,"** which is attached hereto and incorporated herein and made a part hereof by this reference.
2. **TERM.** The term of this Agreement shall **commence on the 11th day of January 2023** and shall **terminate on the 10th day of January 2024** unless earlier terminated pursuant to Section 9 herein.
3. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, the Contractor shall receive compensation as provided through the **rate schedule listed in Attachment "A."**
4. **METHOD OF PAYMENT.** The City shall pay the compensation provided in Section 3 to the Property Owner after the Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice specifying the services provided. The invoice is paid to the Property Owner in an FBO (for the Benefit Of) format to include the company name of the Paint Contractor for the Project.
5. **EQUIPMENT, MATERIALS, AND SUPPLIES.** Unless otherwise agreed by the City, the Contractor shall acquire, provide, maintain and repair at the Contractor's sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.
6. **COMPLIANCES.** In the conduct of the instruction and/or services contemplated hereunder, the Contractor shall comply with all applicable laws, rules, and regulations and the directives or instructions issued by the City or its designated representatives.
7. **INDEPENDENT CONTRACTOR.** The Contractor agrees that he/she is an independent contractor and that, accordingly, neither he/she nor his employees are covered by the City's workers' compensation policy or any other worker's compensation policy.
8. **HOLD HARMLESS.** The Contractor, to the fullest extent permitted by law, shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this Agreement.
9. **TERMINATION.** The City shall have the right to terminate this Agreement upon three (3) days' notice if the Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. **ASSIGNMENT.** The Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein without first receiving the prior written consent of the City.
11. **INSURANCE.** The Contractor understands and agrees that the Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, the Contractor agrees to provide insurance coverage on behalf of the Contractor that will sufficiently protect Contractor, or his agents, servants, and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement.
- 12. CONTRACT INTERPRETATION**
- A. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
- B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions, and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
- C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party, which shall not be unreasonably withheld.
- D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner, City Clerk/Administrative Services Director
MGreiner@cityofblackhawk.org

And

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker, Community Planning & Development Director
Clinker@cityofblackhawk.org

The Contractor:

Eric Miller
Independent Painting
PO Box 672
Central City, Colorado 80427
cochipclub@gmail.com
Telephone 720-938-5398

All notices so given shall be considered effective when delivered by hand-delivery or in writing, as stated above.

- E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
- F. This Agreement is made and delivered in the State of Colorado and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONTRACTOR

By:

Eric Miller
Independent Painting
PO Box 672
Central City, CO 80427

Date:

EXHIBIT A

2023 - SCOPE OF SERVICES – EXTERIOR PAINT PROGRAM

INDEPENDENT PAINTING

1. The City of Black Hawk provides the Scope of Work, and Independent Painting provides a proposal on a project-by-project basis that includes all materials, supplies, equipment, and accessories.
2. The City must approve all subcontracted work.
3. The City is not responsible for the theft, loss, or damage of materials, equipment, tools, or personal belongings. Secure all equipment and supplies daily. No persons are allowed on the site unless they have specific business.
4. No personal pets are permitted onsite.
5. Remove trash daily, provide refuse collection containers, and keep the site clean and free of debris, including cigarette butts.
6. Use only high-quality products.
7. Select a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
8. Coated surfaces include: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.
9. Accountable for painting under adverse conditions. Schedule work to apply paint when weather conditions are per the Manufacturer's specifications. Assume all responsibility when painting in adverse conditions. Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.
10. Gently wash the structure exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
11. Mask all areas requiring protection from overspray and take into consideration any wind. Responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc., during the Project.
12. Perform incidental repairs; scrape and sand all failing paint from the substrate, including peeling and bubbling areas. Patch and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
13. Conceal all wood siding nail holes and reset any nails separating from the siding.
14. Prep and prime all exposed wood surfaces. The primer coat differs in color.
15. Apply two (2) coats of each product per the Manufacture's recommendation and thickness.
16. If transitioning from a stain to paint, apply per the Manufacture's recommendation and thickness one (1) coat of primer and (2) coats of paint.
17. Back-roll all sprayed surfaces.
18. All stain is two (2) coats with a clear natural satin finish per the Manufacture's recommendation and thickness.

19. Paint the top and the bottom edge of all doors and windows.
20. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.
21. Paint all roof vents and flashing black, another specified color, or leave raw per Property Owner's preference. Mechanical vents located within the siding match the siding color.
22. The job is free of runs, sags, cracking, and skips, with edges, cut neatly.
23. Attend onsite progress meetings as needed with the Property Owner and City Staff.
24. Upon substantial completion, clean the site. Pickup and dispose of all paint chips, de-mask all areas, and ensure exterior windows are free of paint and operable.
25. Request a final inspection with the Property Owner and City Staff.
26. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. Because the approved Change Order amount is taxable income to the Property Owner, the Grant Program Agreement amendment requires City Council approval.
27. The City releases the deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a Lien Release.
28. Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-ups. Supply the paint cans, and mark each can to identify the product and paint code.
29. Provides a one (1) year limited warranty from substantial completion that covers both labor and materials.

CERTIFICATE OF INSURANCE
INDEPENDENT PAINTING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No. Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED Eric Miller Independent Painting 207 Eureka Street Central City, CO 80427	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 8378987

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NXT6H5RGRZ-02-GL	09/20/2021	09/20/2022	EACH OCCURRENCE	\$1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000.00
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions	X		NXT6H5RGRZ-02-GL	09/20/2021	09/20/2022	Each Occurrence:	\$25,000.00
							Aggregate:	\$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Black Hawk
PO Box 68
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES

**PEH ARCHITECTS, INC.
187 CLEAR CREEK STREET**

**RESOLUTION 2-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **11th day of January, 2023**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **PEH ARCHITECTS, INC.** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires on-call architectural, structural and engineering design services for the restoration of the residence at 187 Clear Creek, Black Hawk, Colorado 80422, (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional design and construction administration services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor

will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed \$110,000.00 without prior approval for the work described in Exhibit A and the schedule of charges in Exhibit A-1. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of

Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed upon the completion and closeout of the project.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the

Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms

and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

**Peter E. Heinz, AIA
PEH Architects, Inc.
1720 14th Street Suite 100
Boulder, CO 80302
peheinz@peharch.com
Telephone 303-818-4752**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PEH ARCHITECTS, INC.

By: _____
Peter H. Heinz

Its: Owner

Date: _____

EXHIBIT A
SCOPE OF SERVICES – 2023
187 CLEAR CREEK STREET
PEH ARCHITECTS, INC.

PEH ARCHITECTS

1720 14th Street, Suite 100
Boulder, Colorado 80302
303-442-0408
email: peheinz@peharchitects.com

December 19, 2022, REV – January 4, 2023

Cindy Linker
City of Black Hawk, Community Planning and Development Administrator
PO Box 68
Black Hawk, CO 80422

Re: Fee Proposal
187 Clear Creek Street – Historic Grant Restoration

Dear Cindy,

Thanks for the opportunity to participate in a City of Black Hawk's Historic Grant House Restoration project at 187 Clear Creek Street. We're excited about the possibilities for this project and our continued involvement with the City of Black Hawk. This correspondence shall attempt to outline the full scope of work we will perform as the design team for this restoration project.

We realize there are many choices a client can make for its architectural services procurement. Our proven success on our past and present projects will give you the confidence of knowing what you are getting into, without any surprises or learning curves as there would be with a new design team.

The value we offer to you as a continued client can be seen in several facets of our services, such as:

- Through PEH ARCHITECTS' involvement in over 30+ Grant projects, we have become familiar with the city personnel and specific procedures. The City of Black Hawk has become familiar with our office staff and the excellent quality product that they can expect from us. We will continue to utilize our expertise as the lead architects on this new project.
- PEH ARCHITECTS provides a predictable level of quality while continuing to maintain an economical design fee. Industry standard for design fees on remodel work is 15-18%, where our fee calculates in the range of 12-14%. The City of Black Hawk can be confident of the predictable success of the completed product and know exactly what they are getting for their consulting design team fees.
- We have analyzed the project and estimated the fee amounts utilizing the same fee structure approach as previous projects. In 2016, the cost for construction on similar Grant projects was in the range of \$580-\$820/SF. Considering inflation and cost of living increases, it's reasonable to assume that range could increase by 20% to around \$690-\$984/SF. Therefore, the construction costs for this 878 SF Grant project could range from \$605,800 - \$863,900. In a construction market that is driving costs higher for design fees and construction services, our design fee will remain consistent with the recently completed grant projects.

PEH ARCHITECTS understands that you have diverse development goals for this project. We propose to utilize a proven system to assist you in achieving those goals. We will coordinate an efficient and effective design process, a clearly defined review procedure and a well detailed/coordinated construction sequence/schedule. We look forward to another successful project with the City of Black Hawk.

Best Regards,



Peter E. Heinz AIA
For PEH ARCHITECTS



Mari Blaser Associate AIA
for PEH ARCHITECTS

PEH ARCHITECTS

1720 14th Street, Suite 100
Boulder, Colorado 80302
303-442-0408
email: peheinz@peharchitects.com

MEMORANDUM

Date: January 4, 2023

To: Cindy Linker

From: Peter E. Heinz AIA
Mari Blaser Assoc. AIA

Re: Revised Scope of Work
187 Clear Creek Street – Historic Grant Restoration

The following Scope of Work is revised from the initial scope proposed in mid-May.

Existing Conditions Phase (2 site visits)

1. PEH ARCHITECTS (PEHARCH) attends kickoff meeting and walk-through.
2. PEHARCH performs as-built site measurements to prepare as-measured drawings.
3. As-built drawings are issued
4. Determine location of test pits for Geotech pot holes
5. PEHARCH issues project design schedule

Conceptual Design Phase (2 visits/meetings)

6. PEHARCH team meets City of Black Hawk (CoBH) and Property Owner (PO) to discuss renovation and possibilities for redesign – then prepares renovation goals memo.
7. Prepare Concept Design – assume two alternative floor plan schemes presented to PO at Concept Review meeting, “best aspects” of the two schemes noted.
8. A follow-up revised Concept Design floor plan presented to CoBH, PO, Advocate (ADV) for CoBH, White Construction (GC), and Building Official (CBO) at a second meeting.

Schematic Design Phase (1 visit/meeting)

9. Prepare Schematic Design package including potential floor plan framing upgrades and exterior elevation upgrades.
10. Meet with CoBH, PO, GC, Baseline (CP), & Pinyon (HC) to present Schematic Design. Discuss HVAC/Plumbing/Lighting/Electrical/Civil/2021 IRC Energy requirements. Discuss possible cost implications.
11. Prepare colored exterior elevation and exterior material board. CP and HC to use for COAC and SDP submittal.

Design Development Phase (1 visit/meeting)

12. Prepare Design Development package including layouts of utility piping/civil engineering, HVAC/Plumbing & Lighting. Begin development of Specifications.
13. Present to CoBH, PO, ADV, & GC at review meeting. Discuss PO selections including Kitchens, Bathrooms, millwork, finishes, appliances, and interior trim. PEHARCH, CoBH/ADV, and the GC will develop/provide a quality grade for the finishes from which the PO can choose from.
14. The GC will review the cost implications of the PO selections & begin an initial cost estimate based on the Design Development package.

Permit Documents (2 visits/meetings)

15. Prepare 50% Permit Drawings (75% Construction Drawings)/specifications package – including details of architectural, energy compliance, structural, mechanical, plumbing, and electrical portions of the project. Send package to CBO for initial review.
16. PEH ARCH presents 50% Permit Drawings/specifications package at CoBH, PO, ADV, CBO, & GC meeting. GC presents initial cost estimate.
17. Prepare 100% Permit Drawings/Specifications including revisions discussed in the 50% Permit Drawing/specifications review meeting. Issue stamped 100% Permit Drawings/Specifications to GC for Building Permit submission and revised cost estimate.
18. Present 100% Permit package to CoBH, PO, ADV, CBO, & GC at review meeting.

Construction Documents (2 visits/meetings)

19. PEHARCH reviews Building Permit comments with CoBH, & GC. Coordinate/add comments onto architectural & consulting engineering drawings.
20. Resubmit 100% Permit Drawing/Specification package and once building permit is approved, issue 100% CONDOC package.
21. Review 100% CONDOC package with CoBH, PO, ADV, CBO, & GC.
22. PEHARCH re-issues 100% CONDOC package if updates are needed based on review meeting.

Construction Administration (9 arch, 4 struct, 1 mech/plumb, & 2 elect site visits)

23. PEHARCH team visits the site at intervals appropriate to the stage of construction to determine in general if the project observed is being constructed in a manner indicating that, when fully completed, the project will be in accordance with the Construction Drawings. The visits will coincide with the following milestones of the project: excavation and foundation forming, initial wood framing, electrical box walk, detailed wood framing including window/door installation, exterior siding/painting, HVAC/Plumbing/Lighting/Electrical rough-in, gyp. bd./texture installation, interior trim/millwork installation, floor finish installation, & painting/wallpaper. Additional site visits by the PEHARCH team will be additional services (see attached fee estimate).
24. PEHARCH team attends biweekly OAC meetings via Teams or Zoom for meetings not associated with site visits listed above.
25. PEHARCH team will rely upon the COBH's designated ADV & negotiated GC project management team, who will be on site weekly, to furnish project reviews, and discuss questions/comments from the GC and subcontractors.
26. PEHARCH team reviews submittals, shop drawings and RFIs from the GC.

Punch List (4 arch, 1 struct, 1 mech/plumb, & 1 elect site visits)

27. PEHARCH attends an interior punch walk and an exterior punch walk.
28. Consultants attend one punch walk.
29. PEHARCH team attends a back punch after the GC has completed all punch walk items.
30. PEHARCH team reviews the O&M Manual and provide Record Documents based on GC redlines.

EXHIBIT A-1
SCHEDULE OF CHARGES – 2023
187 CLEAR CREEK STREET
PEH ARCHITECTS, INC.

FEE ESTIMATE - HOURLY BASIS
1/4/2023

187 Clear Creek Street
Black Hawk, CO
878 SF (not including Covered Porch or Shed)

TASK DESCRIPTION	Principal	Proj. Arch.	Sr. Proj. Mng.	Jr. Proj. Mng.	CAD drafter	Ttl. Hrs.	Hourly	Remarks
Rate:	\$215.00	\$190.00	\$160.00	\$135.00	\$90.00		Total	
Task A - Existing Conditions Phase:	6	0	0	14	39	59		2 visits, includes drive time
	\$1,290	\$0	\$0	\$1,890	\$3,510			
Task A - EXISTING CONDITIONS PHASE							\$6,690	
Task B - Conceptual Design Phase:	20	0	0	22	0	42		2 visits, includes drive time
	\$4,300	\$0	\$0	\$2,970	\$0			
Task B - CONCEPTUAL DESIGN PHASE							\$7,270	
Task C - Schematic Design Phase:	11	0	0	29	42	82		1 visit, includes drive time
	\$2,365	\$0	\$0	\$3,915	\$3,780			
Task C - SCHEMATIC DESIGN PHASE							\$10,060	
Task D - Design Development Phase:	22	0	0	22	44	88		1 visit, includes drive time
	\$4,730	\$0	\$0	\$2,970	\$3,960			
Task D - DESIGN DEVELOPMENT							\$11,660	
Task E - Permit Documents	37	0	0	49	38	124		2 visits, includes drive time
	\$7,955	\$0	\$0	\$6,615	\$3,420			
Task E - PERMIT DOCUMENTS							\$17,990	
Task F - Construction Documents	10	0	0	10	4	24		2 visits, includes drive time
	\$2,150	\$0	\$0	\$1,350	\$360			
Task F - CONSTRUCTION DOCUMENTS							\$3,860	
TOTAL ARCHITECTURAL CONDOC SERVICES							\$57,530	
Consultant CONDOC Services (Tasks A, B, C, D, E, F)								
Structural							\$4,950	Includes 1 initial site visit
Mechanical & Plumbing							\$5,500	No site visits included
Electrical							\$3,960	No site visits included
TOTAL CONSULTANT CONDOC SERVICES (TASKS A, B, C, D, E, F)							\$14,410	
BREAK GROUND								
Task G - Construction Administration:	36	0	0	50	24	110		9 visits, includes drive time
	\$7,740	\$0	\$0	\$6,750	\$2,160			
TOTAL Task G - CONSTRUCTION ADMINISTRATION							\$16,650	
Task H - Punch List Phase:	17	0	0	0	20	37		4 visits, includes drive time
	\$3,655	\$0	\$0	\$0	\$1,800			
TOTAL Task H - PUNCH LIST PHASE							\$5,455	
TOTAL ARCHITECTURAL CONSTRUCTION SERVICES							\$22,105	
Consultant Construction Services (Tasks G, H)								
Structural							\$2,200	Includes 5 site visits
Mechanical & Plumbing							\$3,850	Includes 2 Site visits
Electrical							\$2,310	Includes 2 Site visits
TOTAL CONSULTANT CONSTRUCTION SERVICES							\$8,360	
Reimbursable allowance							\$1,014	Plots, prints
Mileage allowance							\$1,006	23 trips at 70 miles at \$0.625 per mile
TOTAL REIMBERSABLE ALLOWANCE							\$2,020	
Total Architectural CONDOC Services							\$57,530	
Total Architectural Construction Services							\$22,105	
Total Reimbursable Allowance							\$2,020	
PEH CONTRACT AMOUNT							\$81,655	
Total Consultant CONDOC Services							\$14,410	
Total Consultant Construction Services							\$8,360	
CONSULTANT CONTRACT AMOUNT							\$22,770	
TOTAL CONTRACT AMOUNT							\$104,425	
Additional Construction Phase Site Visits							\$1,849	per visit

CERTIFICATES OF INSURANCE

PEH ARCHITECTS, INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder CO 80301	CONTACT NAME: Luz Amancha PHONE (A/C, No, Ext): 303-442-1484 E-MAIL ADDRESS: certificates@taggartinsurance.com	FAX (A/C, No): 303-442-8822
INSURED PEH Architects, Inc. 1720 14th Street Suite 100 Boulder CO 80302		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company of America INSURER B: The Travelers Indemnity Company of Connecticut INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25666 25682

COVERAGES**CERTIFICATE NUMBER:** 1538163939**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6805H707450	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-2R936386-22-47-G	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PEHARCH-01

CKING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER PUI Agency of Colorado, Inc. P.O. Box 3412 Littleton, CO 80161	CONTACT NAME:		
	PHONE (A/C, No, Ext): (720) 465-9116	FAX (A/C, No): (248) 553-8305	
	E-MAIL ADDRESS: CKing@profunderwriters.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Fire Insurance Co.		19682
INSURED PEH Architects, Inc. Peter Heinz, AIA d/b/a 1720 14th St. Suite 100 Boulder, CO 80302	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			34 OH 0493656-23	1/26/2023	1/26/2024	Each Claim	2,000,000
A	Professional Liab			34 OH 0493656-23	1/26/2023	1/26/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2022

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PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Pinnacol Assurance	NAIC # 41190
INSURED PEH Architects Inc 1720 14th St Ste 100 Boulder, CO 80302	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	2097982	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER

2298810
City of Black Hawk
PO Box 68
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pinnacol Assurance

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CERTIFICATE HOLDER COPY

City of Black Hawk
PO Box 68
Black Hawk, CO 80422

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)

CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES

PINYON ENVIRONMENTAL, INC.

**RESOLUTION 2-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 11th day of January, 2023, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **PINYON ENVIRONMENTAL, LLC** hereinafter referred to as "Contractor").

RECITALS:

A. A. **The City requires on-call historic preservation consulting and advising services (the "Project").**

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City on-call historic preservation consulting and advising services.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed \$100,000.00 without prior approval for the work described in Exhibit A. Special Projects require prior approval with Pinyon providing a quote based on the amounts as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 10, 2024**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. ~~INDEMNIFICATION—GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally~~

~~liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.~~

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, ~~defend~~, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. ~~INDEMNIFICATION COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.~~

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the

Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Community Planning and Development

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period

thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

**Brian Partington, Principal
Pinyon Environmental, Inc.
Corporate Headquarters
3222 South Vance Street, Suite 200
Lakewood, CO 80227
partington@pinyon-env.com
Telephone 303-980-5200**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PINYON ENVIRONMENTAL, INC.

By: _____

Brian Partington

Its: **Principal**

Date: _____

EXHIBIT A

2023 - SCOPE OF SERVICES

PINYON ENVIRONMENTAL, INC.

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Provide Historic Preservation Consulting Services.
2. Advise Black Hawk Historic Preservation Commission.
3. Advise Black Hawk City Council.
4. Advise Black Hawk City Staff.
5. Conduct a reconnaissance survey for up to 100 resources as part of the first phase (year 1) of a more extended, 4-year project. Approximately ten percent (10) of the properties surveyed in the Phase 1 reconnaissance survey may be identified for intensive evaluation. Pinyon assumes Public Engagement with Black Hawk City Council and the Historic Preservation Commission. All reconnaissance surveys are conducted from the public right-of-way. Intensive evaluation of up to 10 properties selected requires more than public right-of-way evaluations, and the City shall coordinate permission with property owners for access to the property.

The **City of Black Hawk** may provide a **Scope of Work** to **Pinyon Environmental, Inc.** on a project-by-project basis.

Pinyon Environmental, Inc. may provide a quote based on the attached **Schedule of Charges - Exhibit A-1** and **Scope of Work** provided by the **City of Black Hawk** on a project-by-project basis.

EXHIBIT A-1

2023 - SCHEDULE OF CHARGES

PINYON ENVIRONMENTAL, INC.

The City shall pay **Pinyon Environmental, Inc.** a retainer of One Thousand Dollars (\$1,000.00) per month, which amount shall be paid to **Pinyon Environmental, Inc.** as a minimum amount paid on a monthly basis to **Pinyon Environmental, Inc.**

Pinyon Environmental, Inc. shall invoice the City in accordance with this Schedule of Charges and Section IV of this Agreement.

Pinyon Environmental, Inc. shall be paid for all invoiced work on a monthly basis to the extent such invoiced work exceeds One Thousand Dollars (\$1,000.00), but in the event, such invoiced work is less than One Thousand Dollars (\$1,000.00), **Pinyon Environmental, Inc.** shall nonetheless be due the retainer amount of One Thousand Dollars (\$1,000.00).

2023-SCHEDULE OF STANDARD RATES

PINYON ENVIRONMENTAL, INC.

Employee Type	Rate
General Labor Categories	
Administration	\$77
Assistant Technical Specialist	\$65
Field Specialist / Project Assistant	\$102
Field Specialist / Project Assistant I	\$109
Project Controller	\$116
Field Engineer/ Scientist	\$112
Field Engineer/ Scientist I	\$118
Field Engineer/ Scientist II	\$123
Drafting/CAD/GIS	
CAD/GIS Specialist	\$116
CAD/GIS Specialist I	\$133
CAD/GIS Specialist II	\$143
CAD/GIS Specialist III	\$166
Cultural Resources	
Assistant Historian	\$65
Archaeology Technician	\$65
Cultural Field Specialist	\$97
Cultural Field Specialist I	\$102
Cultural Resource Specialist	\$110
Cultural Resource Specialist I	\$128
Cultural Resource Specialist II	\$139
Cultural Resource Specialist III	\$173
Cultural Resource Specialist IV	\$197
Industrial Hygiene	
Regulated Materials Specialist	\$87
Regulated Materials Specialist I	\$97
Industrial Hygienist	\$130
Industrial Hygienist I	\$141
Industrial Hygienist II	\$173
Industrial Hygienist III	\$206
Landscape Architecture	
Landscape Designer	\$98
Landscape Designer I	\$113
Landscape Designer II	\$125
Landscape Architect	\$135
Landscape Architect I	\$146
Landscape Architect II	\$173
Landscape Architect III	\$206
General Science and Engineering (Air Quality, Biological Resources, Due Diligence & Site Characterization, Engineering, NEPA & Planning, Regulatory Compliance, Remediation)	
Engineer / Scientist	\$138
Engineer / Scientist I	\$149
Engineer / Scientist II	\$177
Engineer / Scientist III	\$222
Engineer / Scientist IV	\$245
Project Management	
Task Manager	\$159
Project Manager	\$177
Project Manager I	\$187
Project Manager II	\$204
Program Manager	\$220

<i>Lump Sum Equipment Charges</i>	
General Field Visits (general projects, asbestos sampling kit [bulk sampling])	\$50/day
Biological Field Visit (includes sub-meter GPS, wetland flags, field notebook, and other incidentals)	\$250/day
Soil Logging/Screening (during drilling/test pits; includes PID or other instruments, GPS, and other incidentals)	\$250/day
Groundwater Sampling (includes YSI field measurements, water level meter, bailers, and other incidentals)	\$250/day
Noise Monitoring	\$250/day
Asbestos Air Monitoring Field Kit	\$115/day
Mileage (passenger car)	Current IRS rate
Outside Expenses (e.g., shipping, rental equipment, travel, subcontractor/subconsultant, laboratory fees)	Cost + 10%
Specialty In-House Equipment Billed as Indicated in Project-specific Proposals	

CERTIFICATE OF INSURANCE
PINYON ENVIRONMENTAL, INC.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com														
INSURED Pinyon Environmental, Inc. dba: Pinyon Environmental Engineering Resources Inc 3222 S. Vance St., #200 Lakewood, CO 80227	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B : Hartford - WC Multiple Issuing Cos</td> <td>00914</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : Hartford - WC Multiple Issuing Cos	00914	INSURER C : Hartford Underwriters Insurance Company	30104	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	FEIECC1713909	08/13/2022	08/13/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UEGFZ8225	08/13/2022	08/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	FEIEXS1714009	08/13/2022	08/13/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGBX3924	08/13/2022	08/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made	X		FEIECC1713909	08/13/2022	08/13/2023	\$1,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Additional Insured under Pollution Liability; Designated Insured under Automobile Liability; and Additional Insureds under Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk Attn: City Clerk P.O. Box 68 Black Hawk, CO 80422-0068	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

the certificate holder and owner. The General Liability, Pollution Liability, Automobile Liability, Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Excess Liability, Pollution Liability, Workers Compensation and Professional Liability. The Excess Liability policy provides excess coverage over the General Liability, Automobile Liability, Employers Liability, Contractors Pollution Liability & Professional Liability. Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Pollution Liability

Admiral Insurance Company Policy #FEIECC1713909

Policy Term: 8/13/22-23

Limits:

\$1,000,000 Each Occurrence, Claim or Pollution Condition

\$2,000,000 Aggregate

RE: Historic Preservation Consulting and Advising Service.

Additional Insured: City of Black Hawk and their officers and employees.

CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES

**SAFEBUILT, LLC
BUILDING SERVICES**

**RESOLUTION 2-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **11th day of January, 2023**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **SAFEbuilt LLC** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires a committed team of knowledgeable certified professionals to support the City by providing all-inclusive building official services, administrative support, building Code services that include adoption and enforcement, Code compliance, plan reviews and inspections for the ongoing maintenance of their full-service building department on an "On-Call" basis (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, **certified, trained and dedicated individuals** for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other

than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed **Amounts as Described in Exhibit A-1 for the Work Described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of

Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 10, 2024**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts *errors or omissions* of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient

amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or

materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk**

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents. ***Contractor shall act as an agent of the City in performing the Services, and it is the intention of the parties that Contractor shall be entitled to sovereign immunity to the greatest extent permitted by law.***

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other. **Notwithstanding the preceding, Contractor may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates), or to any entity which acquires all or substantially all of the assets, membership interests or equity interests of Contractor without notice to the City provided that the entity receiving assignment of this Agreement agrees to perform all of the terms and conditions of this Agreement to be performed by Contractor from and after the assignment.**

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor. **Contractor may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice to City, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.**

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

**Gary Amato
Chief Administrative Officer
SAFEbuilt, LLC
3755 Precision Drive #140, Loveland, Colorado 80538
gamato@safebuilt.com
Telephone 970-292-2227**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

SAFEbuilt LLC

By: _____
Gary Amato
Chief Administrative Officer

Date: _____

EXHIBIT A

2023 - SCOPE OF SERVICES

SAFEBUILT LLC – BUILDING SERVICES

PURPOSE:

The City of Black Hawk (City) requires a committed team of dedicated, trained, knowledgeable, certified, and licensed professionals to support the City by providing full-service, all-inclusive building department services. These services include but are not limited to building official services, administrative support, building code services, code adoptions, compliance, interpretation and enforcement, plan reviews, and inspection services.

GENERAL PROVISIONS:

SAFEbuilt provides the below scope of services to the City, which includes but may not be limited to the following tasks:

SAFEBUILT PROVISIONS:

1. CommunityCore Solutions software;
2. Vehicles, fuel, and vehicle maintenance;
3. Cell phones and iPad;
4. Insurance;
5. Salaries and benefits;
6. Professional appearance, attire, and badge;
7. Membership dues and certifications;
8. Provide customer service with professionalism, patience, and a people-first attitude. Interact with customers to address their concerns, answer their questions, to successfully assist them with their needs;
9. Current resumes and certificates for all SAFEbuilt staff assigned to the City.

BUILDING OFFICIAL SERVICES TO INCLUDE BUT NOT LIMITED TO:

1. The City Manager appoints a SAFEbuilt representative as the City's designated Building Official. The City grants the SAFEbuilt representative all rights and privileges, as established by Chapter 18 of the Black Hawk Municipal Code. SAFEbuilt and the City mutually agree to any change in the Building Official.
2. SAFEbuilt representative acts as technical advisor and resource for the City staff, consultants, residential and business communities explaining the complexities of the Municipal Code, International Code, Electrical Code, and amendments.
3. SAFEbuilt representative monitors changes to the International Codes, Electrical Code adopted by the State of Colorado, including state or local requirements, and communicates this information to the City.
4. SAFEbuilt representative makes recommendations and advises the City on adopting Code regulations and how changes and amendments may impact development in the City.

5. SAFEbuilt representative updates the City's International Codes and Municipal Code amendments as requested by the City.
6. SAFEbuilt representative performs quality control inspections on specific projects identified by the City. Ensure materials and construction practices meet the City's construction standards and guidelines.

INSPECTION SERVICES:

1. SAFEbuilt provides inspections during Regular Business Hours, Monday through Friday, between 9:00 a.m. and 4:00 p.m. when scheduled 24 hours in advance through CommunityCore.
2. SAFEbuilt performs no inspections on SAFEbuilt, City, or National Holidays.
3. SAFEbuilt representatives schedule all inspections via CommunityCore by 4:00 p.m. the business day before the inspection date.
4. SAFEbuilt may perform ***NON-EMERGENCY INSPECTIONS OUTSIDE REGULAR BUSINESS HOURS*** when the following applies:
 - a. The City receives the request 48 hours in advance;
 - b. The City contacts SAFEbuilt with the request and confirms if an inspector is available;
 - c. SAFEbuilt is not obligated to fulfill the request if an inspector is not readily available;
 - d. If an inspector is available, the City provides authorization to SAFEbuilt to perform the inspection;
 - e. The City generates an invoice for the additional fees that apply, which are collected through CommunityCore before the inspection takes place.
5. SAFEbuilt may perform ***SAME-DAY INSPECTIONS*** when the following applies:
 - a. The City receives the Same Day inspection request during Regular Business Hours;
 - b. The City contacts SAFEbuilt with the request and confirms if an inspector is available;
 - c. SAFEbuilt is not obligated to fulfill the request if an inspector is not readily available;
 - d. If an inspector is available, the City provides authorization to SAFEbuilt to perform the inspection;
 - e. The City generates an invoice for the additional fees that apply, which are collected through CommunityCore before the inspection takes place.
6. SAFEbuilt may perform ***EMERGENCY LIFE & SAFETY INSPECTIONS*** when the following applies:
 - a. A call is placed to the SAFEbuilt Emergency Box Phone Number at 720-749-1088. The Caller leaves their Name, Contact Number, Address, and the Nature of the Emergency. A SAFEbuilt representative will return the call.
 - b. An Emergency Life & Safety inspection is conducted as needed and is not subject to inspection Outside of Regular Business Hours or Same-Day fees.
7. SAFEbuilt provides certified and licensed combination inspectors to the City. SAFEbuilt and the City of Black Hawk mutually agree to staff changes.
8. SAFEbuilt representatives perform consistent code-compliant inspections to determine that construction complies with issued permits, approved plans, and currently adopted

- International and Electrical Codes, amendments, and Municipal Codes.
9. SAFEbuilt representatives read and interpret technical manuals, drawings, instructions, and project specifications.
 10. SAFEbuilt representatives notify the Contractor of code violations with verbal dialogue and written inspection reports at the time of inspection. Cite all Municipal, International, and Electrical Code sections that pertain to violations.
 11. SAFEbuilt representatives perform re-inspection to verify the correction of violations.
 12. SAFEbuilt representatives check and confirm all required special inspections are performed and reviewed for completeness. Provide a "Reviewed" electronic file copy to the City's Development Services Coordinator.
 13. SAFEbuilt representatives review testing data and reports for conformance to specifications. Provide a "Reviewed" electronic file copy to the City's Development Services Coordinator.
 14. SAFEbuilt representatives provide their Administrative Staff with a copy of inspection results or SAFEbuilt representatives' results in the field, automatically informing contractors of inspection results. SAFEbuilt representatives can schedule inspections in the field.
 15. SAFEbuilt representatives notify the City's Development Services Coordinator of any failed or problematic inspection results.
 16. SAFEbuilt representatives provide onsite consultations to the residential/business community and contractors while performing inspections.
 17. SAFEbuilt representatives issue stop-work notices for non-conforming activities – as needed.

PLAN REVIEW SERVICES:

1. SAFEbuilt representatives provide commercial and residential International Code Council certified and experienced plans examiners.
2. SAFEbuilt representatives perform building plans, calculations, and specification reviews.
3. SAFEbuilt representatives adhered to the City's Municipal Code and adopted International Codes, Electrical Code, and amendments.
4. SAFEbuilt representatives determine the type of construction, use, occupancy classification, and types of inspections required, including special inspections. The Plans Examiner includes this information on the building inspection card.
5. SAFEbuilt representatives shall complete reviews within the established review cycle:
 - a. A **RESIDENTIAL PROJECT** is a maximum of **7 business days** (excluding City and SAFEbuilt Holidays) to review and provide comments, **5 days** for review and comments, and **2 days** for the City's Development Services Coordinator to prepare a plan review and distribute the report from CommunityCore.
 - b. A **MINOR COMMERCIAL PROJECT** is a maximum of **15 business days** (excluding City and SAFEbuilt Holidays), **10 days** for review and comments, and **5 days** for the City's Development Services Coordinator to prepare a plan review and distribute the report from CommunityCore.
 - c. A **MAJOR COMMERCIAL PROJECT** is a total of **30 business days** (excluding City and SAFEbuilt Holidays), **25 days** for review and comments, and **5 days** for the

- City's Development Services Coordinator to prepare the plan review and distribute the report from CommunityCore.
- d. Review Cycles are subject to change based on the City of Black Hawk City Manager and City Council.
 6. SAFEbuilt representatives return one (1) set of electronically stamped finalized approved plans and all supporting documentation to the Development Services Coordinator, uploaded into CommunityCore.
 7. SAFEbuilt representatives interpret legal requirements and recommend compliance procedures.
 8. SAFEbuilt representatives address all issues by documented comments with applicable code sections.

STRUCTURAL ENGINEERING REVIEWS AND RESOURCES:

1. SAFEbuilt provides a State licensed structural engineer.
2. SAFEbuilt representative shall complete reviews within the established review cycle:
 - a. A **RESIDENTIAL PROJECT** is a maximum of **7 business days** (excluding City and SAFEbuilt Holidays) to review and provide comments, **5 days** for review and comments, and **2 days** for the City's Development Services Coordinator to prepare a plan review and distribute the report from CommunityCore.
 - b. A **MINOR COMMERCIAL PROJECT** is a maximum of **15 business days** (excluding City and SAFEbuilt Holidays), **10 days** for review and comments, and **5 days** for the City's Development Services Coordinator to prepare a plan review and distribute the report from CommunityCore.
 - c. A **MAJOR COMMERCIAL PROJECT** is a total of **30 business days** (excluding City and SAFEbuilt Holidays), **25 days** for review and comments, and **5 days** for the City's Development Services Coordinator to prepare the plan review and distribute the report from CommunityCore.
3. Review Cycles are subject to change based on the City of Black Hawk City Manager and City Council.

ADDITIONAL SAFEBUILT RESPONSIBILITIES:

1. SAFEbuilt provides access to CommunityCore Solutions, a permitting software that combines web-based and mobile tools to streamline the daily building department functions.
2. SAFEbuilt Colorado Operations Manager, Building Official, and Administrative staff meet on an as-needed basis with the Community Planning and Development Director and Development Services Coordinator.
3. As required or directed, the Building Official and designated SAFEbuilt representatives will attend Weekly Progress, Development Review Committee, Owner/Architect/Contractor of significant projects, and City Council meetings in person or remotely, as needed.
4. SAFEbuilt representatives and the City of Black Hawk Fire Department staff regularly walk significant projects on a mutually agreed upon schedule to identify code-related issues.

5. SAFEbuilt representatives and City staff work together to establish policies and procedures for tracking such items as, but not limited to, Requests for Information, Special Inspections, etc.

THE CITY OF BLACK HAWK PROVIDED LIST OF SERVICES:

1. Black Hawk Development Services Coordinator is the designated liaison with the SAFEbuilt Permit Technician.
2. Black Hawk Development Services Coordinator is the designated technical support staff for CommunityCore Solutions. CommunityCore is a centralized location to manage building files and data, functioning as the City's depository for all finalized records generated for each project.
3. Black Hawk Development Services Coordinator is the Bluebeam Revue studio session host for multi-department review; when needed.
 - a. Bluebeam is an electronic Plan review management software that can track and keep teams on the same page throughout the plan review process and helps move the project forward to permit issuance or document approval.
 - b. The Host is the person who starts and controls the Studio Session.
 - c. The Host begins the Session, adds the documents, is responsible for referral agency coordination, invites the attendees, and defines security and permissions.
 - d. The Host includes a Black Hawk-approved cover sheet, generates a mark-up summary, and returns the submittal documents with the cover sheet and mark-up summary to the applicant within the established review cycle.
 - e. The Host manages the Session throughout its life cycle, adding new documents, removing old ones, and inviting new attendees.
 - f. Once the Session has run its course, the Host distributes one (1) set of electronically stamped finalized approved plans and all supporting documentation to the applicant, Dropbox, and closes the Session.
4. Black Hawk Development Services Coordinator calculates permit fees and issues permits.
5. Black Hawk Development Services Coordinator uploads all submitted, reviewed, and approved documents weekly to Dropbox.
6. Black Hawk Development Services Coordinator maintains the Building Department webpage tab.

EXHIBIT A-1

2023 - SCHEDULE OF CHARGES

SAFEBUILT LLC – BUILDING SERVICES

FEE SCHEDULE

- Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by the Consultant to provide Services.
- Beginning January 01, 2023, and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally Adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Consultant fees for Services provided pursuant to this Agreement will be as follows:

2023 SERVICE FEE SCHEDULE	
NEW PERMITS ISSUED	
Building Permit Fee (Includes inspections billed at \$105 per stop/per hour until the initial building permit fee collected is exhausted. After the initial building permit fee is exhausted, see Permit Fees and Inspections Beyond Initial Building Permit Fees Collected)	70% of the fee collected by CoBH – Regular Rate 50% of the fee collected by CoBH – City Rate - City Projects Only
Electrical Permit Fee	70% of the fee collected by CoBH – Regular Rate 50% of the fee collected by CoBH – City Rate - City Projects Only
Building Plan Review Fee (Includes initial review with one (1) round of response comments)	70% of the fee collected by CoBH – Regular Rate 50% of the fee collected by CoBH – City Rate – City Projects Only

Additional Building Plan Reviews and Response Comments (Initial response comments beyond one (1) round and reviews of previously approved plans because of changes, additions, or revisions)	\$150.00 an hour, one (1) hour minimum
Permit Fees and Inspections Beyond Initial Building Permit Fees Collected	\$105.00 an hour, one (1) hour minimum
Building Consulting / Miscellaneous Services	\$150.00 an hour, one (1) hour minimum. This category includes all services not listed
Land Use Plan Reviews and Response Comments	\$150.00 an hour, one (1) hour minimum
Structural Engineering Review Fee	Actual Costs – The City reserves the right to have a 3rd party Structural Engineer perform an independent review. The applicant or property owner shall pay all associated costs above and beyond the standard permit fee.
Re-Inspection Fee SAFEbuilt shall charge a re-inspection fee in the following instances: <ol style="list-style-type: none"> 1. The Contractor schedules an inspection and is not ready when SAFEbuilt arrives. 2. The Contractor schedules an inspection and provides an incorrect address. 3. The Contractor schedules an inspection but is not available to walk with SAFEbuilt. 4. The Contractor or homeowner disregards correction items listed from the previous inspection and schedules a re-inspection without making the required corrections. 	\$150.00 an hour – one (1) hour minimum collected before inspection through CommunityCore
Same Day Building Inspections During Regular Business Hours 9:00 a.m. - 4:00 p.m., Monday thru Friday	\$150.00 an hour - two (2) hours minimum – collected before inspection through CommunityCore.
Inspections Outside of Regular Business Hours 9:00 a.m. – 4:00 p.m. – Monday-Friday or any Municipal or SAFEbuilt Holiday	\$200.00 an hour – four (4) hours minimum – collected before inspection through CommunityCore

Emergency Life & Safety Inspections – When Placed Through the SAFEbuilt Emergency Box Phone Number	No Charge
Expert Witness/Court Testimony	Actual Costs
Attend Staff, Development Review Committee (DRC), or City Council meetings	No Charge
Special Investigation Fee – starting work without a permit.	<p>\$500.00 – 1st Occurrence Collect through CommunityCore</p> <p>\$1000.00 – 2nd Occurrence Collect through CommunityCore</p> <p>\$1500.00 – 3rd Occurrence Collect through CommunityCore</p>
Administrative Services	\$50.00 an hour – one (1) hour minimum
Miscellaneous: <ol style="list-style-type: none"> 1. Rates are all-inclusive – no separate billing for mileage or vehicle expenses. 2. SAFEbuilt shall not invoice contractors or homeowners directly. SAFEbuilt shall invoice the CoBH. 3. In the event of termination of this Agreement, SAFEbuilt agrees to complete any plan reviews and inspections paid in advance. 4. Fees from the currently adopted CoBH Fee Schedule may also apply. 	

CERTIFICATE OF INSURANCE
SAFEBUILT LLC – BUILDING SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		CONTACT NAME: Symone White PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com		FAX (A/C, No): 312-856-9425
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Fire Insurance Co.		19682
		INSURER B: Hartford Casualty Insurance Co		29424
		INSURER C: Great American E&S Ins. Co.		37532
		INSURER D: Bridgeway Insurance Company		12489
		INSURER E: Twin City Fire Insurance Co.		29459
		INSURER F: Lexington Insurance Company		19437

COVERAGES

CERTIFICATE NUMBER: 1344471265

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	83UENZV3951	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2022	10/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Liab.* \$ 1,000,000
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			8E-A7-XL-0002079-01	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECE0623	5/12/2022	5/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C F	Professional Liability Excess Liab (2nd) Layer		Y	TER 2861558 011170891	10/3/2022 10/3/2022	10/3/2023 10/3/2023	Each Claim/Aggregate 10,000,000 Each Occ/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Excess Auto Liability Buffer Policy:

Endurance American Specialty

EXT30025875000

10/3/2022-2023

The City of Black Hawk is an Additional Insured as respects General Liability on a primary and non-contributory basis as required by a written contract. A Waivers of Subrogation in favor of the Additional Insured with respect to General Liability and Workers Compensation as required by a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk
P. O. Box 68
Black Hawk CO 80422-0068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SAFELLC-01

LNORTZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 444 Cleveland Ave, Suite 444 Loveland, CO 80537
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	
		EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds (continued):

SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
 - d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
 - e. **Incidental Medical Malpractice And Good Samaritan Coverage**
 "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

- (4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
 - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WE CE0623

Endorsement Number:

Effective Date: 05/12/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: SAFEBUILT LLC

3755 PRECISION DR ST 140
LOVELAND CO 80538

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Authorized Representative

CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES

**SAFEBUILT LLC.
COMMERCIAL CODE ENFORCEMENT**

**RESOLUTION 02-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **11th day of January 2023**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **SAFEbuilt LLC** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires **a committed team of knowledgeable certified professionals to support the City by providing all-inclusive Commercial Code Enforcement Program on an "On-Call" basis (the Project)**.

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, **certified, trained and dedicated individuals** for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **EXHIBIT A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed Amounts as Described in Exhibit A-1 for the Work Described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 10, 2024**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including

worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts *errors or omissions* of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk**

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents. ***Contractor shall act as an agent of the City in performing the Services, and it is the intention of the parties that Contractor shall be entitled to sovereign immunity to the greatest extent permitted by law.***

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other. **Notwithstanding the preceding, Contractor may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates), or to any entity which acquires all or substantially all of the assets, membership interests or equity interests of Contractor without notice to the City provided that the entity receiving assignment of this Agreement agrees to perform all of the terms and conditions of this Agreement to be performed by Contractor from and after the assignment.**

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor. **Contractor may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice to City, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.**

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

Gary Amato
Chief Administrative Officer
SAFEbuilt, LLC
3755 Precision Drive #140, Loveland, Colorado 80538
gamato@safebuilt.com
Telephone 970-292-2227

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

SAFEbuilt LLC

By: _____
Gary Amato
Chief Administrative Officer

Date: _____

EXHIBIT A

2023 - SCOPE OF SERVICES

SAFEBUILT LLC - COMMERCIAL CODE ENFORCEMENT

PURPOSE:

The City of Black Hawk (City) requires a committed individual or team of dedicated, trained, knowledgeable professionals to support the City by providing full-service, all-inclusive Commercial Code Enforcement services.

GENERAL PROVISIONS:

1. SAFEbuilt provides the below scope of services to the City, which includes but may not be limited to the following tasks:

SAFEBUILT PROVISIONS:

1. CommunityCore Solutions software;
2. Vehicles, fuel, and vehicle maintenance;
3. Cell phones and iPads;
4. Insurance;
5. Salaries and benefits;
6. Professional appearance, attire, and badge;
7. Membership dues and certifications;
8. Provide customer service with professionalism, patience, and a people-first attitude. Interact with customers to address their concerns, answer their questions, and successfully correct the violation(s);
9. Current resumes and certificates for all SAFEbuilt staff assigned to the City.

PROFESSIONAL COMMERCIAL CODE ENFORCEMENT ACTIVITIES:

1. Use CommunityCore to process all violations.
2. Participate in the transition from the City's Land Use consultant to SAFEbuilt. Provide input and make recommendations to ensure an easy conversion.
3. Provide City Staff and the City's Land Use Consultant with the information needed for any Code Enforcement Violation resulting in Land Use applications.
4. Provide a sustainable approach to the City's Commercial Code Enforcement Program.
5. Act as a technical advisor to City staff, City consultants, and the business community.
6. Offer an independent perspective to ensure credibility while administering, managing, and overseeing coordination obligations for all phases of the City's Commercial Code Enforcement Program.
7. Inform and advise the CP&D Director and staff on Code Enforcement matters, workflow processes, and procedures.
8. Provide professional recommendations for code revisions – as needed.
9. Work with businesses to complete Code Enforcement Violations promptly.
10. Attend Progress meetings with City staff, City consultants, and business representatives as required.

11. Review and update standard operating procedures for the City's Commercial Code Enforcement Program.
12. Assist in preparing Code Enforcement Violation cases for court appearances, and attend preparation meetings and court proceedings as requested.

INSPECTION SERVICES:

1. Perform inspections on the 1st and 3rd Monday of each month or as mutually agreed. No inspections are conducted on SAFEbuilt, Municipal, or National holidays.
2. Perform various Code Enforcement inspections as identified by the City.

CITY OF BLACK HAWK PROVIDED SERVICES:

1. Provide City-approved forms and documents electronically.
2. Provide access to CommunityCore.
3. Provide access to Dropbox, a centralized location to store, share and manage land use files and data. This cloud storage device functions as the City's depository for all finalized records generated for each project.

EXHIBIT A-1

2023 - SCHEDULE OF CHARGES

SAFEBUILT LLC - COMMERCIAL CODE ENFORCEMENT

FEE SCHEDULE

- Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Commercial Code Enforcement Fee Schedule	
Expert Witness/Court Testimony	Actual Costs
Attend Staff and Development Review Committee (DRC) meetings	No Charge
Administrative Services	\$50.00 an hour – one (1) hour minimum
All-Inclusive Code Enforcement Services	\$85.00 per hour – four (4) hours minimum
Miscellaneous: <ol style="list-style-type: none">Rates are all-inclusive – no separate billing for mileage or vehicle expenses.SAFEbuilt shall not invoice contractors or homeowners directly. SAFEbuilt shall invoice the CoBH.In the event of termination of this Agreement, SAFEbuilt agrees to complete any plan reviews and inspections paid in advance.Fees from the currently adopted CoBH Fee Schedule may also apply.	

CERTIFICATE OF INSURANCE
SAFEBUILT LLC - COMMERCIAL CODE ENFORCEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		CONTACT NAME: Symone White PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com		FAX (A/C, No): 312-856-9425
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Fire Insurance Co.		19682
		INSURER B: Hartford Casualty Insurance Co		29424
		INSURER C: Great American E&S Ins. Co.		37532
		INSURER D: Bridgeway Insurance Company		12489
		INSURER E: Twin City Fire Insurance Co.		29459
		INSURER F: Lexington Insurance Company		19437

COVERAGES

CERTIFICATE NUMBER: 1344471265

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	83UENZV3951	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2022	10/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Liab.* \$ 1,000,000
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			8E-A7-XL-0002079-01	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECE0623	5/12/2022	5/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C F	Professional Liability Excess Liab (2nd) Layer		Y	TER 2861558 011170891	10/3/2022 10/3/2022	10/3/2023 10/3/2023	Each Claim/Aggregate 10,000,000 Each Occ/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Excess Auto Liability Buffer Policy:

Endurance American Specialty

EXT30025875000

10/3/2022-2023

The City of Black Hawk is an Additional Insured as respects General Liability on a primary and non-contributory basis as required by a written contract. A Waivers of Subrogation in favor of the Additional Insured with respect to General Liability and Workers Compensation as required by a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk
P. O. Box 68
Black Hawk CO 80422-0068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SAFELLC-01

LNORTZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 444 Cleveland Ave, Suite 444 Loveland, CO 80537
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	
		EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds (continued):

SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
 - d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
 - e. **Incidental Medical Malpractice And Good Samaritan Coverage**
 "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

- (4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
 - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WE CE0623

Endorsement Number:

Effective Date: 05/12/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: SAFEBUILT LLC

3755 PRECISION DR ST 140
LOVELAND CO 80538

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Authorized Representative

CITY OF BLACK HAWK, COLORADO



AGREEMENT FOR PROFESSIONAL SERVICES WEECYCLE ENVIRONMENTAL CONSULTING, INC.

**RESOLUTION 2-2023
JANUARY 11, 2023**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **11th day of January, 2023**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **WEECYCLE ENVIRONMENTAL CONSULTING, INC.** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires on-call environmental consulting and abatement services (the "Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City on-call environmental consulting and abatement services.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed \$50,000.00 without prior approval for the work described in Exhibit A. Special Projects require prior approval with Weecycle Environmental Consulting providing a quote based on the amounts as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 10, 2024**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save

harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—

policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Community Planning & Development

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director**

And

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia L. Linker
Community Planning & Development Director
Clinker@cityofblackhawk.org**

The Contractor:

**Judith E. Sawitsky, President
Weecycle Environmental Consulting, Inc.
1208 Commerce Court, Suite 5B
Lafayette, Colorado 80026
jsawitsky@weecycle-env.com
Telephone 303-413-0452**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Weecycle Environmental Consulting, Inc.

By: _____
Judith E. Sawitsky

Its: President

Date: _____

EXHIBIT A

2023 - SCOPE OF SERVICES

WEECYCLE ENVIRONMENTAL CONSULTING, INC.

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Asbestos Inspection and Testing, Abatement Oversight with Project Management, Verification of Contractor and Worker Certification, and Final Clearance.
2. Mold / Indoor Air Quality Inspection and Testing, Abatement Oversight with Project Management, Verification of Contractor and Worker Certification, and Final Clearance.
3. Lead-Based Paint Inspection and Testing, Oversight with Project Management, Verification of Contractor and Worker Certification, and Final Clearance.
4. Radon Air Monitoring Inspection and Testing, Abatement Oversight with Project Management, and Verification of Contractor and Worker Certification and Final Clearance.
5. Methamphetamine Screening Survey or Preliminary Assessment, Decontamination Oversight and Project Management Certified Contractor and Worker Verification, Post Decontamination Assessment, and Final Clearance for Re-occupancy. Legally defensible documentation for each State Certified Assessment.
6. Hazardous Waste Removal.
7. Advise Black Hawk City Staff of current environmental laws and the development and implementation of new technologies.

The **City of Black Hawk** shall provide a **Scope of Work** to **Weecycle Environmental Consulting, Inc.** on a project-by-project basis.

Weecycle Environmental Consulting, Inc. shall provide a quote based on the attached **Schedule of Charges - Exhibit A-1** and **Scope of Work** supplied by the **City of Black Hawk** on a project-by-project basis.

EXHIBIT A-1

2023 - SCHEDULE OF CHARGES

WEECYCLE ENVIRONMENTAL CONSULTING, INC.

CATEGORY	PER HOUR
Project Manager	\$110.00/hour
Geologist	\$145.00/hour
Environmental Scientist	\$ 85.00/hour
Senior Technician	\$ 65.00/hour
Environmental Technician	\$ 55.00/hour
Lead Inspector/Lead Risk Assessor	\$ 85.00/hour
Lead Supervisor	\$ 85.00/hour
Asbestos Project Designer	\$100.00/hour
Asbestos Project Manager	\$ 95.00/hour
Asbestos Inspector	\$ 85.00/hour
Air Monitoring Specialist	\$ 70.00/hour
Drafting	\$ 80.00/hour
Document preparation/Word Processing/Clerical	\$ 50.00/hour
LEAD BASED PAINT (LBP) SERVICES	PER HOUR
Lead Survey + Samples	\$425.00/hour
Lead Hazard Screen	\$275.00/hour
Risk Assessment	\$425.00/hour
Pre-renovation Testing	\$275.00/hour
ASBESTOS SERVICES	PER DAY
Asbestos Survey + Samples	\$525.00/day
Daily Rate – Project Over-Site	\$650.00/day
Daily Rate – (Set & Collect)	\$375.00/day
Final Visual Inspection & Air Monitoring Clearances	\$475.00/day
Weekend Rate	\$575.00/day
Out of Town Rate	\$675.00/day
ENVIRONMENTAL ASSESSMENTS	PER ITEM
Phase I Environmental Assessments	\$1600.00 - \$2800.00/per site
Phase II Environmental Assessments	\$ 95.00/per hour
Wetland/NEPA Compliance	\$ 550.00 - \$700.00/per site

LABORATORY		PER SAMPLE
<u>Lead</u>		
Wipe/Soil Samples (Lead)		
6 hr rush		\$50.00/sample
24 hr		\$28.00/sample
Bulk Chip Samples (Lead)		
24 hr		\$30.00/sample
<u>Asbestos</u>		
PCM Analysis Asbestos		\$12.00/sample
Bulk Asbestos (PLM)		
2 hr rush		\$35.00/sample
24 hr		\$25.00/sample
3-5 day		\$12.00/sample
Point Count		
6 hours		\$75.00/sample
24 hr		\$60.00/sample
3 Day		\$40.00/sample
<u>INDOOR AIR QUALITY</u>		
Bulk Samples		\$55.00/sample
Air-O-Cell		\$55.00/sample
<u>SAFETY GEAR</u>		PER PERSON & PER DAY
Level A		\$500.00/per day
Level B		\$250.00/per day
Level C		\$ 50.00/per day
Level D		\$ 25.00/per day
<u>TRAVEL</u>		PER PERSON & PER ITEM
Car Mileage		Current IRS Rate/mile
Truck & Equipment Trailer		\$175.00/100 mile roundtrip
Travel		\$ 50.00/hour
<u>FIELD INSTRUMENTS</u>	<u>PER DAY</u>	<u>PER WEEK</u>
Photo Ionization Detector	\$ 85.00/day	\$260.00/week
PH/Temp Meter	\$ 30.00/day	\$ 80.00/week
Conductivity/pH/Temp Meter	\$ 57.00/day	\$140.00/week
Water Level Indicator	\$ 35.00/day	\$ 92.00/week
Peristaltic Pump	\$ 40.00/day	\$115.00/week
Submersible Pump	\$235.00/day	\$520.00/week
Generator	\$ 86.00/day	\$230.00/week
Radiation Detector	\$ 45.00/day	\$155.00/week

OTHER EXPENSES	PER ITEM
Miscellaneous Expenses	Actual Cost + 10%
Project Supplies	\$ 35.00/project
Laboratory Analysis (not listed)	Cost + 10%
Mileage	Current IRS Rate/mile
Camera	\$ 10.00/day
Cell Phone	\$ 10.00/day
Black & White Copies	\$ 0.10/page
Color Printing	\$ 0.75/page
Per Diem	\$ 65.00 - \$125.00 (Geographically Dependent)

CERTIFICATES OF INSURANCE
WEECYCLE ENVIRONMENTAL CONSULTING, INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	CONTACT NAME: Brenda Todd PHONE (A/C, No, Ext): 800-746-0048 E-MAIL ADDRESS: service@vanoppenco2.com	FAX (A/C, No):
INSURED Weecycle Environmental Consulting, Inc. 1208 Commerce Ct #5B Lafayette CO 80026	INSURER(S) AFFORDING COVERAGE INSURER A : Homeland Insurance Company of New York INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 34452

COVERAGES

CERTIFICATE NUMBER: 1615088364

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL (Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793-00-78-72-0002	4/11/2022	4/11/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab "Claims Made"			793-00-78-72-0002	4/11/2022	4/11/2024	Each Claim 2,000,000 Aggregate 2,000,000 Subject to GL Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Black Hawk is included as additional insured on the general liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Black Hawk
Attn: City Clerk
PO Box 68
Black Hawk CO 80422

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Pinnacol Assurance		NAIC # 41190
INSURED Weecycle Environmental Consulting Inc 1208 Commerce Ct Suite 5B Lafayette, CO 80026	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	3444333	06/01/2022	06/01/2023	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER 2254578 City of Black Hawk PO Box 68 Black Hawk, CO 80422-0068 Attn: City Clerk	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pinnacol Assurance
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CERTIFICATE HOLDER COPY

City of Black Hawk
PO Box 68
Black Hawk, CO 80422-0068

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)

RESOLUTION 3-2023
A RESOLUTION
APPROVING THE CITY OF
BLACK HAWK FEE
SCHEDULE, AS AMENDED

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 3-2023

TITLE: A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City of Black Hawk Fee Schedule, as amended, attached hereto as **Exhibit A**, is hereby approved.

RESOLVED AND PASSED this 11th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

BLACK HAWK FEE SCHEDULE, AS AMENDED

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Business/Sales Tax License		
Business License-New & Renewal	\$50.00	
Gaming License Related Fees		
Transportation Device Fee	\$40.80	per device/per year
Ambulance Fee (Silver Dollar Metro District Devices Excluded)	\$2.50	per device/per month
General Device Fee (except live table games)	\$1,050.00	per device/per year
General Device Fee on Table Games with Live Dealers	\$4,200.00	per device/per year
Liquor License		
Application Fee - new license	\$1,000.00	
Retail Liquor Store	\$22.50	
Liquor-licensed Drugstore	\$22.50	
Beer and Wine	\$48.75	
Hotel and Restaurant	\$75.00	
Tavern	\$75.00	
Optional Premises	\$75.00	
Club	\$41.25	
Retail Gaming Tavern	\$75.00	
Brew Pub	\$75.00	
Arts	\$41.25	
Racetrack	\$75.00	
Distillery Pub	\$75.00	
Lodging & Entertainment	\$75.00	
Vitner's Restaurant	\$75.00	
Fermented Malt Beverage On Premises	\$3.75	
Fermented Malt Beverage Off Premises	\$3.75	
Fermented Malt Beverage On/Off Premises	\$3.75	
Art Gallery Permit	\$3.75	
Bed & Breakfast Permit	\$3.75	
Mini Bar Permit w/Hotel Restaurant License	\$48.75	
Annual Renewal Application Fee	\$100.00	
Late Renewal	\$500.00	
Special Event Liquor Permit	\$100.00	
Festival Permit	\$100.00	

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Tastings Permit	\$100.00	new and renewal
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)
Corp/LLC Change (per person)	\$100.00	
Change of Location	\$750.00	
Change of Manager (H&R, Tavern, L&E, and Campus Liquor Complex)	\$75.00	
Promotional Association Certification Application	\$100.00	
Attachment of a Licensed Premise	\$100.00	
Annual Renewal	\$100.00	
Lodging License		
Lodging License	\$100.00	
Short-Term Rental License	\$100.00	
Short-Term Rental License Life/Safety Inspection	\$150.00	
Retail Marijuana License		
New Application or Change of Ownership/CBO	\$2,500.00	
Renewal Application	\$500.00	
Annual Operations Fee	\$1,500.00	
Late Renewal Fee	\$500.00	
Transaction Fee	\$2.00	per transaction
Change in Corporate Officers, Directors, or Manager	\$100.00	per person ≥ 10% financial interest
New and Renewal Hospitality Establishments with or without sales	\$1,000.00	
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)
Escort Services License		
Application Fee	\$300.00	
Application Investigation Fee (Police Department)	\$250.00	
Renewal Fee	\$200.00	
Pawnbrokers Business License		
Application Fee	\$2,200.00	
Renewal Fee	\$5.00	
Investigation and Processing Fee	\$200.00	
Sexually Oriented Business License		
Application Fee	\$750.00	
Renewal Fee	\$1,000.00	

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Transfer of Ownership	\$200.00	
Manager's License	\$250.00	
Misc. Licenses/Permits		
Dog License Annual Fee (Males & spayed females)	\$3.00	
Dog License Annual Fee (Unspayed females)	\$5.00	
Newsrack Permit	\$0.00	
Public Assembly Permit (for profit organizations)	\$100.00	
Recreational Vehicle and Equipment Permit	\$0.00	
Mobile Auto Repair Permit and Annual Renewal	\$25.00	
Street Vendor Conditional Use Permit	\$100.00	for 6 months for each vehicle used
Shuttle Owner/Operator Registration and Annual Renewal	\$100.00	
Private Social Club Permit	\$100.00	
Solicitation		
Permit Fee	\$100.00	
Renewal Fee	\$50.00	
Fingerprint Fee/Background Check (credit card payment through Idemia)	\$26.50	each analysis (\$16.50 + \$10 vendor service fee)
Identification Badge	\$25.00	
Replacement Identification Badge	\$25.00	
Special Event Fees		
First day	\$50.00	
Each additional day	\$30.00	
Bicycle Event Permit	\$100.00	
Franchise Fees		
Cable Television Franchise Fee		
New Application	per contract	
Transfer	per contract	
Gas and Electric Franchise	3%	of all received revenues
Transfer	per contract	
Dory Hill Cemetery		
Plot Fee	\$50.00	
Burial Fee - Casket	\$400.00	
Burial Fee - Cremated Remains	\$150.00	
Miscellaneous		

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Code Books	online	
Open Records Request Research Fee	\$33.58	after first hour/per hour
Copies made	\$0.25	page
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Building Fees		
Building Fees cover the cost of an initial Plan Review, one (1) round of response comments and primary inspections for Building, Plumbing, Mechanical, Electrical, and Structural. A reinspection fee is invoice separately. When the primary inspections included in the initial permit fee are exhausted, inspections then revert to an hourly fee and are invoiced separately; see Permit Fees Beyond Initial Building Permit Fees Collected.		
Land Use and Public Improvement Plan Review and Inspection fees are NOT collected with the Building Fee. These fees are invoiced separately using the Land Use fee schedule.		
Building Permit Fees Based on Total Valuation		
\$1.00 to \$500	\$23.50	
\$501 to \$2,000	\$23.50	for 1st \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25	for the 1st \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25	for the 1st \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75	for the 1st \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75	for the 1st \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75	for the 1st \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75	for the 1st \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Residential Building Permit Fees	Reference Ordinance 2022-25	<p>R108.1 Residential Permit Fees. A permit shall be issued by the Building Official for new construction, rehabilitation, remodeling, additions, accessory buildings or alterations to all residential structures including relocated residential structures. Permit fees and plan review fees are assessed but not collected from the homeowner if the residence is located within the Historic Residential (HR) Zoning District. No Sales Tax is assessed or collected on these projects. New construction, rehabilitation, remodeling, relocation, addition or accessory building improvements are made in accordance with the Design Standards of the City of Black Hawk, as adopted by the City Council. All permit applications are reviewed by the Building Official.</p> <p>Residential building outside the Historic Residential (HR) Zoning District are responsible for all currently adopted building fees for new construction, rehabilitation, remodeling, additions, accessory buildings, or alterations. All permit applications are reviewed by the Building Official and must meet the Design Standards of the City of Black Hawk, as adopted by the City Council.</p> <p>R108.1.2 Restoration and Community Preservation Fund Grant Program Fees. A permit shall be issued by the Building Official for all renovations that are approved by the City Council and funded by a Historic Restoration and Community Preservation Program; permit fee and plan review fees are assessed but not collected from the homeowner. No Sales Tax is assessed or collected on these projects.</p>
Initial Building Plan Review - initial review and one (1) round response comments	65%	of the Building Permit fee calculated above
Additional Building Plan Review/Response Comments (Initial response comments beyond one (1) round, and reviews of previously approved plans because of changes, additions, or revisions)	\$150.00	an hour - one (1) hour minimum collected thru CommunityCore
Permit Fees and Inspections Beyond Initial Building Permit Fees Collected	\$105.00	per stop/per hour - one (1) hour minimum plus 15% City Administration Fee.
Structural Engineering Review and Consulting Fee (3rd party)	Actual Cost	actual cost plus 15% City Administration Fee. City reserves the right to have a 3rd party Structural Engineer perform an independent review. All associated costs above and beyond the standard permit fee shall be incurred and paid by the applicant or property owner.

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Building Consulting / Miscellaneous Services	\$150.00	an hour plus 15% City Administration Fee - one (1) hour minimum Includes all services not listed.
Same Day Building Inspections During Regular Business Hours 9:00 a.m. - 4:00 p.m., Monday thru Friday	\$150.00	an hour with a two (2) hour minimum - collected in advance of inspection thru CommunityCore.
Inspections Outside of Regular Business Hours 9:00 a.m. - 4:00 p.m., Monday thru Friday	\$200.00	an hour with a four (4) hour minimum - collected in advance of inspection thru CommunityCore
Emergency Life & Safety Inspections	No Charge	
Re-Inspection Fee *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items	\$150.00	an hour for each re-inspection - one (1) hour minimum collected in advance of inspection thru CommunityCore
Special Investigation Fee - starting work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence - collected thru CommunityCore 2nd Occurrence - collected thru CommunityCore 3rd Occurrence and additional Occurrence - collected thru CommunityCore
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee.
Excavation Permit (commercial and residential alteration or addition)	\$7.00	per cubic yard.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Electrical Fees		
Electrical Only Plan Review - initial review and one (1) round response comments	65%	of the Electrical Permit fee calculated below.
Additional Electrical Plan Review/Response Comments (Initial response comments beyond one (1) round, and reviews of previously approved plans because of changes, additions, or revisions)	\$150.00	an hour - one (1) hour minimum collected thru CommunityCore
Residential Electrical Only Installation: (New, Remodel, Addition) (Round sq. ft. up to next 100 for calculation).		
Residential Installation (Based on enclosed living area only)		
LIVING AREA:		
≤ 1,000 sq. ft.	\$115.00	
1,001 sq. ft. but ≤ 1,500 sq. ft.	\$172.00	

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

1,501 sq. ft. but ≤ 2,000 sq. ft.	\$230.00	
≥ 2,001 sq. ft. (\$228.00 + (\$10.00) x each additional 100 sq. ft.)	Calculated Fee	
EXAMPLE: (2235 sq. ft.) first 2000 sq. ft. = \$228 + (300 (235 rounded up to next 100) x \$10.00) = \$258.00		
Commercial and other fees: Including some residential installations that are not based on square footage (not living area, i.e., garage, shop, etc.) Fees in this section are calculated from the total cost to customer (contract price), including electrical materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		
≤ \$2,000 = \$115.00 (base fee)	\$115.00	
≥ \$2,001 add \$10.00 per thousand of job valuation (always round up the next \$1000) to the Base Fee (\$115.00)	Calculated Fee	
EXAMPLE: The cost of the installation is \$5,150 (round up to \$6,000) (6 x \$10 = \$60) The base fee (shown above): \$115 + (6 x \$10.00) \$60 = \$175.00 Total Fee		
Mobile/Modular/Manufactured Home Set (per unit)	\$115.00	
Temporary Heat Release	\$115.00	
Temporary Electrical Meter	\$115.00	
Solar Permit Fees - Residential or Commercial Fees are calculated from the total cost to customer (contract price), including materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Not more than \$2000 (Base Fee)	\$115.00	
≥ \$2,001 add \$115.00 + \$10.00 per thousand of total job valuation (always round up the next \$1000)	Calculated Fee	
EXAMPLE: The valuation if \$5,150 (round up to \$6,000) the base fee as shown above; \$115.00 + (6x(\$10.00) = \$175.00 total fee*		
Senate Bill 17-179 placed a cap on solar permit fees of: \$500.00 for residential installation and; \$1,000 for commercial installations. Caps on the permit fee are a combination of the solar (DC) installers permit are a combination of the solar (DC) installers permit and the electrical (AC) permit. Whichever one is issued first, the total fee for the second permit combine with the fee for the first permit cannot exceed the cap fees shown above.		
Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence - collected thru CommunityCore 2nd Occurrence - collected thru CommunityCore 3rd Occurrence and Each Additional Occurrence - collected thru CommunityCore
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Re-Inspection Fee: *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items A re-inspection fee may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, etc.	\$150.00	an hour for each re-inspection - collected in advance thru CommunityCore
1. Ensure that the work is completed within the time limitation of the permit. 2. Install electrical according to the currently adopted edition of the Colorado electrical Code (NEC). 3. Request an electrical inspection <i>prior</i> to covering and a final inspection <i>prior</i> to occupancy. 4. Temporary construction meters require a separate permit application from any other activity.		

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Conveyance Consulting Services		
Required Presence	\$155/per hour	any necessary request for our presence i.e. meetings, etc. Travel time not included, plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
CONVEYANCE INSPECTION SERVICES		
Required Presence	\$155/per hour	any necessary request for Conveyance Inspector presence i.e. meetings, etc. Travel time not included, plus 15% City Administration Fee.
Shut Down/Dormant/Remove from Service Elevator	\$155/per unit	plus 15% City Administration Fee.
Dumbwaiter Periodic	\$155/per unit	plus 15% City Administration Fee.
Dumbwaiter Acceptance	\$355/per unit	plus 15% City Administration Fee.
Escalator Annual	\$675/per unit	Colorado - Category 5 test annual, plus 15% City Administration Fee.
Escalator Acceptance	\$700/per unit	plus 15% City Administration Fee.
Hydraulic Periodic	\$155/per unit	1-1.5 hours, plus 15% City Administration Fee.
Hydraulic Roped Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Hydraulic 5 Year	\$210/per unit	2 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Roped 5 Year	\$375/per unit	3 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Acceptance	\$525/per unit	plus 15% City Administration Fee.
Lift Periodic (material type B, platform, chair, etc.) Periodic	\$155/per unit	all lifts other than those described in the Conveyance Section, plus 15% City Administration Fee.
Lift Periodic Acceptance (material type B, platform, chair, etc.)	\$355/per unit	all lifts other than those described in the Conveyance Section, plus 15% City Administration Fee.
Remove Conveyance From Service	\$155/per unit	plus 15% City Administration Fee.
Traction Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Traction 5 Year	\$520/per unit	4 hours, Witnessed safety test with weights, plus 15% City Administration Fee.
Traction Acceptance	\$525/per unit	Plus 15% City Administration Fee.

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Temporary Certificate of Operation (TCO) 1st - 60 days	\$155/per unit	60 day follow-up, plus 15% City Administration Fee.
Temporary Certificate of Operation (TCO) 2nd - 30 days	\$310/per unit	30 day follow-up, plus 15% City Administration Fee.
CONVEYANCE MISCELLANEOUS SERVICES		
Conveyance Incident Investigation	\$135/per hour	Incident investigation, plus 15% City Administration Fee.
Consulting / Miscellaneous Services	\$155/per hour	Plus 15% City Administration Fee.
Development Review Committee (DRC) Meeting Attendance	No Charge	
Expert Witness / Court Testimony	Actual Cost	Plus 15% City Administration Fee.
Inspections Outside of Regular Business Hours - Reference Consultant's Current Professional Services Agreement.	Initial Per Unit Fee	Four (4) hour minimum, plus 15% City Administration Fee.
Re-Inspection Fee A re-inspection fee is charged in the following instances: 1. The Contractor is not ready 2. The Contractor provides an incorrect address 3. The Contractor is not on site 4. The Contractor does not correct violations	Initial Per Unit Fee	Plus 15% City Administration Fee.
Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence - collected thru CommunityCore 2nd Occurrence - collected thru CommunityCore 3rd Occurrence and Each Additional Occurrence - collected thru CommunityCore
Violation Fee - Escalator Annual - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
Violation Fee - 5-Year Witness Safety Test - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
CONVEYANCE PERMITS		
Commercial - Minor Alteration Covers: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails. Permit Submittal Requirements: a conveyance permit application and manufacture specifications.	\$575/per unit	Includes initial plan review and initial response comments, collected thru CommunityCore

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Commercial - Major Alteration/New Construction/Re-rope Covers: controller, signal fixtures, rotating equipment, drive (multiple components), fire alarm, fire recall. Permit Submittal Requirements: a conveyance permit application with drawings stamped by a design professional licensed in Colorado.	\$865/per unit	Includes initial plan review and initial response comments, collected thru CommunityCore
Residential Elevator , Platform Lift or Dumbwaiter	\$575/per unit	Includes initial plan review and initial response comments, collected thru CommunityCore
Plan Review and Response Comments - Additional	\$155.00 per hour	Includes additional reviews and additional response comments per occurrence, collected thru CommunityCore
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Electrical Permit: If an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH.		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.		
MISC. Fees		
Right-of-Way Use Permit	\$35.00	
Street Cut Permit	\$300.00	for 1 to 100sf and \$2/sf for any additional
State Highway Access Permits		
Level 1	\$50.00	single family residential/agricultural
Level 2	\$100.00	commercial property & those in excess of 20 vehicular trips per day w/o roadway improvements.
Level 3	\$300.00	commercial property requiring roadway improvements.
Historic Landmarking	Consultant Fee	plus 15% City Administration Fee
Development in Flood Hazard Permit	Consultant Fee	plus 15% City Administration Fee
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Fire and Police Protection Fee at time of Building Permit		
Multifamily Residential	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Commercial	\$14.00	per occupant/multiply fee x peak period occupant load as per IBC
Industrial	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC
Change of Use	Consultant Fee	plus 15% City Administration Fee
Redevelopment	Consultant Fee	plus 15% City Administration Fee
Industrial	Consultant Fee	plus 15% City Administration Fee
Off-site commercial parking space fee (Parking Impact Fee)	\$2,000.00	per space
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Utilities		
Disconnect/Reconnect Fees		
Notice of disconnection due to delinquency or failure to maintain	\$60.00	
Reconnection charge due to delinquency or failure to maintain	\$500.00	
Disconnection/shut off for convenience (>7 days)	\$200.00	
Reconnection charge for convenience (>7 days)	\$500.00	
Commercial Fire Flow Testing		
Permit (>48 hours in advance of test)	\$150.00	
Penalty for failure to acquire permit	\$5,000.00	
Sign Permit Fees		
Sign Plan Review (COAC reviews; and Sign Permit reviews)	Consultant Fee	plus 15% City Administration Fee
Sign Permit Fees Based on Total Valuation		
— \$1.00 to \$500	\$23.50	
— \$501 to \$2,000	\$23.50	for 1st \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

—\$2,001 to \$25,000	\$69.25	for the 1st \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
—\$25,001 to \$50,000	\$391.25	for the 1st \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
—\$50,001 to \$100,000	\$643.75	for the 1st \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
—\$100,001 to \$500,000	\$993.75	for the 1st \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
—\$500,001 to \$1,000,000	\$3,233.75	for the 1st \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
—\$1,000,001 and up	\$5,608.75	for the 1st \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Special Investigation Fee—starting work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence—paid thru CommunityCore 2nd Occurrence—paid thru CommunityCore 3rd Occurrence and Each Additional Occurrence—paid thru CommunityCore
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Miscellaneous Services	Consultant Fee	plus 15% City Administration Fee—Includes all services not listed
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Electrical Permit: If a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH		
Reference: Black Hawk Municipal Code—Article XVII—Application Procedures and Submittal Requirements—Section 16-370—Fees		
Land Use Fees		
Pre-Land Use Application & DRC Meetings	Consultant Fee	plus 15% City Administration Fee
Formal Land Use Application	Consultant Fee	plus 15% City Administration Fee

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Commercial - Land Use Plan Review		
Boundary Line Agreement	Consultant Fee	plus 15% City Administration Fee
Certificate of Appropriateness Certificate of Architectural Compatibility	Consultant Fee	plus 15% City Administration Fee
Cost Reimbursement Agreement	Consultant Fee	plus 15% City Administration Fee
Civil Engineer Plan Review and Inspections	Consultant Fee	plus 15% City Administration Fee
Disconnection of Property	Consultant Fee	plus 15% City Administration Fee
Planned Unit Development	Consultant Fee	plus 15% City Administration Fee
Signs	Consultant Fee	plus 15% City Administration Fee
Site Development Plan	Consultant Fee	plus 15% City Administration Fee
Special Review Use	Consultant Fee	plus 15% City Administration Fee
Subdivisions		
Preliminary Subdivision Processing Fee	Consultant Fee	plus 15% City Administration Fee
Final Subdivision Development Fee	Consultant Fee	plus 15% City Administration Fee
Minor Subdivision	Consultant Fee	plus 15% City Administration Fee
Site Development Commercial Plat	Consultant Fee	plus 15% City Administration Fee
Street Plan and Easement Vacation	Consultant Fee	plus 15% City Administration Fee
Variance	Consultant Fee	plus 15% City Administration Fee
Residential Land Use Fees	Reference Ordinance 2017-9 adopted June 14, 2017 and Municipal Code Section 16-370.	No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 AND is located within the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.
Restaurant Grills and Air Quality Compliance	Consultant Fee	plus 15% City Administration Fee
Recording Fee	Actual Cost	
Temporary Use or Temporary Structure Permits	\$50.00	plus Security Deposit, if applicable.
Water System Development Fees		
Nonresidential, in Gaming District	\$16.00	per square foot
Hotel	\$900.00	per room
Nonresidential, outside of Gaming District	\$8.00	per square foot
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Miscellaneous Services	Consultant Fee	plus 15% City Administration Fee
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance. The 15% Administrative Fee does not apply to fees collected through CommunityCore.		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Electrical Permit: if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH		
Police Department Fees		
Sex Offender Registration	\$100.00	initial registration
Renewal	\$50.00	
Portable Breath Test (PBT)	\$20.00	
VIN Checks (Residents Only)	\$0.00	
Copies onto CDs	\$25.00	
Fire Department Fees (Contact Fire Dept. for further details)		
New Construction, Addition, or Tenant Finish of Commercial and Multi-Residential Plan Reviews		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 - 5,000 square feet	\$750.00	
5,001 - 10,000 square feet	\$750.00	plus \$0.05 per square foot over 5,000
10,001 - square feet or greater	\$1,000.00	plus \$0.05 per square foot over 10,001
Commercial Inspections		
Scheduled Annual Inspection	\$150.00	hour
First Re-inspection of violation noted during a Scheduled Annual Inspection	\$0.00	
Second or greater Re-inspection of violation noted during a Scheduled Annual Inspection	\$150.00	hour
Compliance Verification	\$150.00	hour

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

System Test	\$150.00	hour. Applies to testing and inspection of fire sprinkler, fire alarm system, and suppression system required in addition to those included in initial fee.
Re-inspection	\$150.00	inspection is scheduled and the contractor is unable to complete the inspection when the inspector arrives, 2) when corrections called out during a previous inspection are not made, or 3) when the contractor does not have the permit card
Outside Agency Support for Scheduled Inspections	\$50.00	hour. Assist adjacent fire agencies with fire and life safety inspections.
Parking Structures		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Separate or attached structure	1/2 new construction fee for same square footage (\$750.00 minimum fee)	
Automatic Fire Sprinkler System (NFPA 13, 13D, and 13R)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New Fire Sprinkler System	\$0.05 per square foot of system coverage (\$750.00 minimum fee)	
Existing Fire Sprinkler System Modification (Relocate, remove, or add fire sprinklers)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
Fire Pump		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Fire Pump in fire sprinkler and/or standpipe system	\$300.00	per pump
Fire Alarm System		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 -1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
Existing Fire Alarm System Modification (Relocate, remove, or add fire alarm devices)		Fee includes initial plan review, one round of response comments one rough inspection, and one final inspection.
1 -1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
False Alarm Fees		
Occurrence 6 to 10	\$100.00	per occurrence
Occurrence 11 to 15	\$250.00	per occurrence
Occurrence 16 to 20	\$500.00	per occurrence

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Occurrence 21 to 25	\$1,000.00	per occurrence
Occurrence 26 or more	Discretionary	
Automatic Fire Suppression Systems for Commercial Cooking Operations		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Information review and inspection of a new system	\$500.00	per individual system
Modifications to an existing system	\$500.00	per individual system
Standpipe Systems		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New standpipe	\$450.00	per standpipe riser
Modification to existing standpipe system	\$300.00	per standpipe riser
Additional Plan Review/Response Comments		
Second or Greater Plan Review/Response Comments	\$150.00	per hour
Public Safety Radio Amplification System		
Information review and on-site testing of the system at final inspection.	\$300.00	
Special Investigation Fee - starting work without a permit.		
First Occurrence	\$500.00	
Second Occurrence	\$1,000.00	
Third or greater Occurrence	\$1,500.00	
Administration Fees/Misc		
Administration Fee for All Invoices	15%	To be included on all plan review and inspection invoices.
CPR and First Aid Training for City residents and City staff	\$0.00	
CPR and First Aid Training for businesses	\$25.00	person includes certification card
Fire Extinguisher Training for City residents and City Staff	\$0.00	
Fire Extinguisher Training for businesses	\$10.00	person for businesses
Temporary Fire Watch	\$0.00	
Site Plans	\$100.00	
Outside Consultation/Third Party Review	Actual Cost plus 15% Administration Fee	The Fire Department reserves the right to have a third party perform an independent review. All associated costs above and beyond the standard fee shall be incurred and paid by applicant or property owner.
Blasting and Storage of Explosives Permit	\$150.00	includes one site inspection
Elevator Entrapment Rescue		
Occurrence 6- to 10	\$500.00	per occurrence

2023 City of Black Hawk Fee Schedule (amended 01.11.23)

Occurrence 11 to 15	\$1,000.00	per occurrence
Occurrence 16 or more	\$1,500.00	per occurrence

**CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION**

SUBJECT: 2023 City of Black Hawk Fee Schedule Amendment.

RECOMMENDATION: After the Introduction of the Adopting Ordinance, Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 3-2023, a Resolution Approving the City of Black Hawk Fee Schedule, as Amended.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

While preparing the 2023 Professional Services Agreements, for ATIS, Baseline and SAFEbuilt City staff discovered in the conversations with the Consultants, an amendment to the fee schedule was required. Incorporated into the accompanying Fee Schedule, Exhibit A, are changes proposed by City staff.

AGENDA DATE: January 11, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director

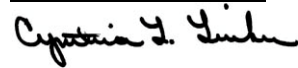
DOCUMENTS ATTACHED: Resolution 3-2023
Exhibit A – Amended Fee Schedule

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

RESOLUTION 4-2023
A RESOLUTION
APPOINTING CHRIS
WOOLLEY AND
RATIFYING THE
APPOINTMENT OF
LYNNETTE HAILEY AS
MEMBERS OF THE
BOARD OF DIRECTORS
OF THE GILPIN
AMBULANCE AUTHORITY

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 4-2023

**TITLE: A RESOLUTION APPOINTING CHRIS WOOLLEY AND RATIFYING
THE APPOINTMENT OF LYNNETTE HAILEY AS MEMBERS OF THE
BOARD OF DIRECTORS OF THE GILPIN AMBULANCE AUTHORITY**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO, THAT:

Section 1. Pursuant to Article III, Section 2 of the Establishing Contract of the Gilpin
Ambulance Authority, the City Council hereby appoints Chris Woolley in his capacity as the Fire
Chief of the City of Black Hawk to a 3-year term as a member of the Board of Directors of the
Gilpin Ambulance Authority.

Section 2. Pursuant to Article III, Section 2 of the Establishing Contract of the Gilpin
Ambulance Authority, the City Council hereby ratifies the appointment of Lynnette Hailey to a 3-
year term as a member of the Board of Directors of the Gilpin Ambulance Authority, effective
January 12, 2022.

RESOLVED AND PASSED this 11th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Council appointment to the Gilpin Ambulance Authority Board of Directors

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 4-2023, A Resolution appointing Chris Woolley and ratifying the appointment of Lynnette Hailey as members of the Board of Directors of the Gilpin Ambulance Authority.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Staff recommends the City Council appoint Chris Woolley, Chief of the Black Hawk Fire Department, to serve on the Gilpin Ambulance Authority Board of Directors and on behalf of the Silver Dollar Metro District, District Manager Lynnette Hailey.

AGENDA DATE: January 11, 2023

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

DOCUMENTS ATTACHED: None

RECORD: [] Yes [x] No

CoBH CERTIFICATE OF INSURANCE REQUIRED: [] Yes [x] No

CITY ATTORNEY REVIEW: [X] Yes [] N/A

SUBMITTED BY:



Stephen Cole, City Manager

RESOLUTION 5-2023
A RESOLUTION
APPROVING THE
PURCHASE OF AN
ENFORCER FIRE ENGINE,
STOCK #39702, FROM
PIERCE
MANUFACTURING, INC.
IN THE AMOUNT OF
\$953,605.00

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 5-2023

**TITLE: A RESOLUTION APPROVING THE PURCHASE OF AN ENFORCER
FIRE ENGINE, STOCK #39702, FROM PIERCE MANUFACTURING, INC.
IN THE AMOUNT OF \$953,605.00**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the purchase of an Enforcer Fire Engine,
Stock #39702, from Pierce Manufacturing, Inc. in the amount of \$953,605.00

RESOLVED AND PASSED this 11th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Purchase of Pierce Enforcer Fire Engine

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 5-2023, a Resolution approving the purchase of an Enforcer Fire Engine, Stock #39702, from Pierce Manufacturing, Inc. in the amount of \$953,605.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In an effort to maintain a fully functional fleet of fire apparatus, the fire department makes every effort to maintain a fire engine replacement plan that provides for apparatus to remain in service for a total of 20 years. This includes 10 years as a front-line apparatus and 10 years in reserve status. Due to the onset of the COVID-19 Pandemic this plan was disrupted as a request for a new fire engine should have been presented in 2020 for a delivery in 2022.

The department's current front-line fire engine was manufactured by Rosenbauer in 2012 and was due to be moved to reserve status last year. Furthermore, our current reserve apparatus, a 1996 RK Ferrara Ladder Truck and a 2001 KME Fire Engine have exceeded their expected life span. Due to the ages of the reserve apparatus, they have become susceptible to increased cost and labor to maintain. The purchase of the Pierce stock fire engine would allow the department to more closely return to the established replacement plan and facilitate the disposal of an aging piece of fire apparatus.

A new fire engine purchase has been budgeted for 2023, however ongoing manufacturing and supply chain disruptions have caused extended delivery times between 24 and 40 months. Due to aging of the department's reserve apparatus, fire department personnel researched alternatives to ordering a new fire engine and found this Pierce Manufacturing stock fire engine currently being manufactured with an anticipated delivery date on April 2023. A review of the specification of the stock engine nearly mirrors those developed by fire department personnel and has been determined to meet the needs of the organization. Additionally, City Fleet has been consulted and supports the purchase of this piece of apparatus.

As a result, the fire department requests to purchase a Pierce Manufacturing, Inc. fire engine for the quoted HGAC Consortium price of \$953,605.00.

AGENDA DATE: January 11, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: 2023 Capital Budget

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [] No

STAFF PERSON RESPONSIBLE:

Christopher Woolley, Fire Chief

DOCUMENTS ATTACHED:

Pierce Quote
Pierce Contract
Pierce Design Sheet
Pierce Specifications
BHFD Vehicle Replacement Plan

RECORD: ☐ Yes ☒ No

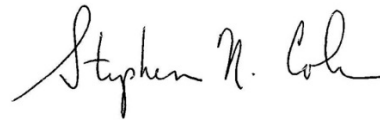
CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Christopher Woolley, Fire Chief

REVIEWED BY:



Stephen N. Cole, City Manager

PROPOSAL FOR FURNISHING FIRE APPARATUS

January 4, 2023

Black Hawk Fire Department
7457 Black Hawk Blvd
CO-119
Black Hawk, CO 80422

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Front Range Fire Apparatus., at its home office in Frederick, Colorado, the apparatus, and equipment herein named and for the following prices:

- (1) **One Pierce Enforcer Engine Stock #39702** **\$953,605.00**
Note: Pricing per HGAC Consortium
Note: Stock unit, sold first come first served

Total _____

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 5 months after receipt of this order and the acceptance thereof at our office at Frederick, Colorado, and to be delivered to you in Black Hawk, CO.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

FRONT RANGE FIRE APPRATUS.

By: _____

Jason Byrne
SALES REPRESENTATIVE





This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Front Range Fire Apparatus (“Company”), and City of Black Hawk a Municipal Department (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$953,605.00 (“Purchase Price”). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 5 months of the Effective Date of this Agreement, F.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices 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 the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Front Range Fire Apparatus

7600 Miller Ct

Frederick, CO 80504

Customer

City of Black Hawk

7457 Black Hawk Blvd, CO-119

Black Hawk, CO 80422

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, 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, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Colorado.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

FRONT RANGE FIRE APPARATUS.

Name: _____

Title: _____

Date: _____

CUSTOMER: City of Black Hawk

Name: _____

Title: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM
Company

Date: 1/6/2023

Customer Name: City of Black Hawk

Quantity	Chassis Type	Body Type	Price
1	Pierce Enforcer Stock #39702	Engine	\$953,605.00
			\$
			\$
			\$
			\$

Pricing per HGAC Consortium, Note: Stock unit, sold fire come first served

Warranty Period: All Standard Warranties.

Training Requirements: Provided By Front Range Fire Apparatus

Other Matters: _____

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: \$953,605.00 due at final inspection. \$250.00 per day delayed interest payment will be added to the contract price for late payment.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [Company STATE].

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF 1/6, 2023 BETWEEN COMPANY AND CITY OF BLACK HAWK WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B

WARRANTY

SEE PROPOSAL NUMBER 1238 DATED 1/6/2023 BY FRONT RANGE FIRE APPARATUS FOR CITY OF BLACK HAWK, BLACK HAWK, COLORADO FOR ALL APPLICABLE WARRANTIES.

EXHIBIT C

COMPANY PROPOSAL

SEE PROPOSAL NUMBER 1238 DATED 1/6/2023 BY FRONT RANGE FIRE APPARATUS FOR CITY OF BLACK HAWK, BLACK HAWK, COLORADO.

PUMPER

BODY

Medium Aluminum 2nd Gen Pumper

CHASSIS

Enforcer Chassis

CHASSIS

AXLE, FRONT, CUSTOM

18,000 Lb Oshkosh Tak-4 Axle

AXLE, REAR

24,000 Lb Meritor Axle

ENGINE

500 HP Cummins X12

TRANSMISSION

Allison 5th Gen, 3000 EVS P

BUMPER

19" Extended Painted Steel

CAB

7010 Enforcer Cab

BODY

WATER TANK

750 Gallon New York Style Water Tank

COMPT, PUMPER, REAR

30.75" FF RollUp Rear Compt

COMPT, PUMPER, DRIVER SIDE

152" RollUp Full Height Front & Rear FDLER

COMPT, PUMPER PASS. SIDE

152" RollUp Full Height Front & Rear FDLER

FIRE SUPPRESSION

PUMPHOUSE

48" Control Zone Side Mount

PUMP

1500 GPM Waterous CSU

CROSSLAYS, 1.50"

(2) 1.50" Standard Capacity

CROSSLAYS, 2.50"

(1) 2.50" Standard Capacity

SPEEDLAYS

SpeedLays Not Required

GENERATOR

Generator Not Required

Foam System

Piping For Future Husky 3/12 Foam System

Foam Cell

20 Gallon Foam Cell, Not Reduced Water

Side Roll and Frontal Impact Protection

NOTE
DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

- 1. ONE 1.50 OUTLET WITH 2.00 PIPING AND SWIVEL LOCATED IN CENTER BUMPER TRAY
- 2. SHORELINE RECEPTACLE WITH KUSHMAUL SUPER AUTO-EJECT LOCATED ON DRIVER SIDE OF CAB
- 3. AIR INLET WITH DISCONNECT COUPLING IN THE DRIVER SIDE STEPWELL
- 4. BATTERY CHARGER LOCATED BEHIND DRIVER'S SEAT
- 5. FIVE ADJUSTABLE SHELVES IN COMPARTMENTS PER SHOP ORDER
- 6. TWO 120V RECEPTACLES LOCATED PER SHOP ORDER
- 7. TWO FLOOR MOUNTED TRAYS LOCATED IN COMPARTMENT PER SHOP ORDER

The drawing includes three main views of the truck: a side profile, a top-down view of the body compartments, and a rear view. The side profile shows the truck's overall dimensions, including a height of 119.00 inches and a wheelbase of 187.50 inches. The top-down view details the layout of the pump house, water tank, and various compartments, with dimensions for width and length. The rear view shows the rear of the truck, including the bumper, lights, and air horns. Numerous callouts identify specific components and their locations, such as the 'PUMPER BODY', 'CHASSIS', 'WATER TANK', 'COMPT, PUMPER, REAR', 'COMPT, PUMPER, DRIVER SIDE', 'COMPT, PUMPER PASS. SIDE', 'FIRE SUPPRESSION PUMPHOUSE', 'PUMP', 'CROSSLAYS', 'SPEEDLAYS', 'GENERATOR', 'Foam System', 'Foam Cell', and various lighting and safety features. A 'HOSEBED CAPACITY' table is also included, listing capacities for three different hose beds. A human figure is shown for scale, and a 'CUSTOMER APPROVAL' section is at the bottom right.

HOSEBED CAPACITY	
BED 1	750' OF 3.00" D.J. POLY HOSE
BED 2	1000' OF 5.00" D.J. POLY HOSE
BED 3	250' OF 3.00" D.J. POLY HOSE

CUSTOMER APPROVAL	
APPROVED BY:	
DATE:	
CHASSIS DATA	TITLE
MAKE	FOR
PIERCE	
MODEL	DWG NO.
ENFORCER	

<div><div><div><div><div></div><div>Pierce</div></div><div>MANUFACTURING INC.</div></div></div></div>		JOB NO.	39702
		SCALE	DATE
		DRAWN BY	170CT22
		CHECKED BY	180CT22
		SHEET SIZE	SHEET NO.
		D	1 OF 1

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FRONT RANGE FIRE APPARATUS

**7600 Miller Court
Frederick, CO 80504
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**JASON BYRNE
303-929-0079
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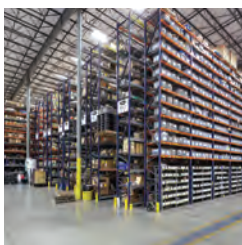
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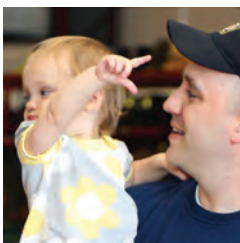
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Specifications, descriptions and illustrative material in this literature are as accurate as known at the time of publication, but are subject to change without notice.

Illustrations may include optional equipment and accessories and may not include all standard equipment. All measurements are nominal values.

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P-0108-SL 2017-15 FRONT RANGE 1/17

PROPOSAL FOR FURNISHING FIRE APPARATUS

January 4, 2023

Black Hawk Fire Department
7457 Black Hawk Blvd
CO-119
Black Hawk, CO 80422

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Front Range Fire Apparatus., at its home office in Frederick, Colorado, the apparatus, and equipment herein named and for the following prices:

- (1) **One Pierce Enforcer Engine Stock #39702** **\$0.00**
Note: Pricing per HGAC Consortium
Note: Stock unit, sold first come first served

Total _____

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 5 months after receipt of this order and the acceptance thereof at our office at Frederick, Colorado, and to be delivered to you in Black Hawk, CO.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

FRONT RANGE FIRE APPRATUS.

By: _____

Jason Byrne
SALES REPRESENTATIVE





Black Hawk Fire Department Pierce Stock Enforcer Low Hose Bed Engine #39702 Bid Notes

Stock Unit Availability

- The attached proposal is for a Stock Pierce Enforcer Engine.
- As a stock unit, production has already begun on this project.
- Stock units are sold first come, first served.
- The first signed contract or Signed PO into Pierce will secure this unit.

Stock Unit Lead Time

- The attached proposal is for a Stock Pierce Enforcer Engine.
- As a stock unit, production has already begun on this project.
- This unit, as configured, is scheduled for April 2023 completion
- The requested changes may have an impact on the final completion date to May or June

Stock Unit Configuration

- The attached proposal is for a Stock Pierce Enforcer Engine. As a stock unit, production has already begun on this project.
- Some bolt on items and additions are allowed to stock apparatus at this stage of production.
- The add on items specified by Black Hawk Fire have been added to this proposal.
- Please Note: Approval on all of these additional items, like light tower and receiver hitches, items are pending. Factors that may impact approval of added items are product lead time, and should the engineering required to add these items affect other features in the design.
- We have included the cost of those items in the attached proposal.
- Should an item we have added not be approved by Pierce engineering, the cost of that item will be refunded via a change order.
- Should additional items be requested and approved, we will add the cost of those items via change order.
- We look forward to reviewing all details in person with your team immediately after order.

7600 Miller Court
Frederick West Business Park
Frederick, Colorado 80504
303-449-9911 800-334-9911 fax 303-532-2486

frontrangefire.com





Service and Warranty Support: Dealership

-Front Range Fire Apparatus is 55 road miles from Black Hawk Fire Department.
-Front Range Fire Apparatus is staffed with EVT certified technicians, a Master EVT certified technician, a mobile EVT certified technician, a service manager, two dedicated parts support personnel, and additional support personnel. Please see the “Front Range Fire Apparatus” tab of our bid for additional information on service, mobile service, parts support, and certifications of our technicians.

Mobile Service and Warranty Support: Dealership

-Front Range Fire Apparatus is 55 road miles from Black Hawk Fire Department.
-Front Range Fire Apparatus is staffed with EVT certified technicians, a Master EVT certified technician, a mobile EVT certified technician, a service manager, two dedicated parts support personnel, and additional support personnel. Please see the “Front Range Fire Apparatus” tab of our bid for additional information on service, mobile service, parts support, and certifications of our technicians.

Parts Support: Dealership

-Front Range Fire Apparatus is staffed with EVT certified technicians, a Master EVT certified technician, a mobile EVT certified technician, a service manager, two dedicated parts support personnel, and additional support personnel. Please see the “Front Range Fire Apparatus” tab of our bid for additional information on service, mobile service, parts support, and certifications of our technicians.

Loose Equipment Items Included In this Proposal:

Front Range Fire Apparatus has included the following loose equipment items in your proposal:

- David Clark Headset system as specified
- (1) 24' Duo Safety two section ladder
- (1) 14' Duo Safety roof ladder
- (1) 10' Duo Safety folding attic ladder
- (1) 10' NY Roof Hook in steel
- (1) 8' Pike Pole
- (1) 6' Pike Pole
- (1) TFT Deck Gun with telescopic Riser
- Final inspection trip for four Blackhawk team members
- Delivery to Blackhawk

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Included in Proposal: Inspection Trip #1

An inspection trip shall be provided for up to 4 people. Trip is to take place at the main manufacturing facility.

The successful bidder is responsible for air fare, ground travel, lodging, and all other costs associated with this trip.

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SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

SPECIAL INSTRUCTIONS

The apparatus being proposed will be designed and built to match the For Engineering Purposes Only, Similar to job 39429. 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.

NFPA 2016 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2016, 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.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

PUMP TEST

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA 1901 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.

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% 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.

PERFORMANCE BOND NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper 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 three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be 187.50".

GVW RATING

The gross vehicle weight rating will be 42,000#.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will be heat-treated steel measuring 10.25" x 3.50" x 0.375".

Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 18,000 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.



Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends 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 axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 18,000 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 moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have a torsion bar type spring. In addition, each front wheel end will have energy absorbing jounce bumpers to prevent bottoming of the suspension.



The suspension design will have 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 fifteen minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension completed durability testing that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Goodyear® 315/80R22.50 radials, 20 ply G289 WHA tread, rated for 20,400 lb maximum axle load and 68 mph maximum speed.

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.

REAR AXLE

The rear axle will be a Meritor™, Model RS-23-186, with a capacity of 24,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 24,000 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

REAR TIRES

Rear tires will be four (4) Goodyear® 12R22.50 radials, 16 ply all season G622 RSD tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

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 six (6) 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.

FRONT HUB COVERS

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

REAR HUB COVERS

A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

MUD FLAPS

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

AUTOMATIC TIRE CHAINS

One (1) pair of Onspot automatic tire chains will be provided at the rear. System will be electric over air operated with a locking switch on cab instrument panel. System may be engaged at speeds up to 25 mph and operated at speeds up to 35 mph.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

Wheel Chock Brackets

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted below the left side rear compartment.

ELECTRONIC STABILITY CONTROL

A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

AUTOMATIC TRACTION CONTROL

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An "off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.

BRAKE SYSTEM AIR COMPRESSOR

The air compressor will be a Cummins/WABCO with 25.9 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	X12
Power:	500 hp at 1900 rpm
Torque:	1700 lb-ft at 1000 rpm
Governed Speed:	2000 rpm
Emissions Level:	EPA 2021
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	729 cubic inches (11.9L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.

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.

REMOTE MOUNTED ENGINE FILTERS

The engine fuel and oil filters will be remote mounted for ease of maintenance.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

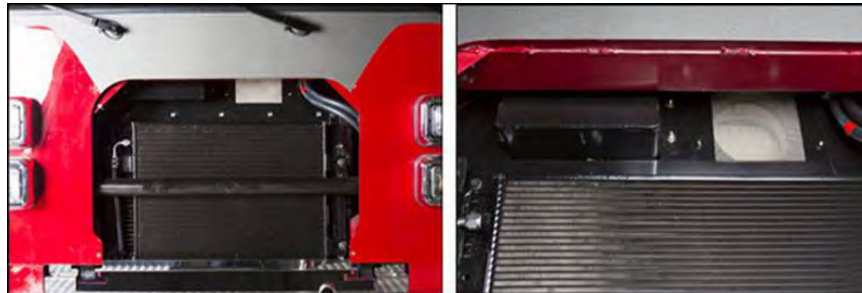
A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet NFPA 1901 requirements.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.



EXHAUST SYSTEM

The exhaust system will include a Single Module™ aftertreatment device to meet current EPA standards. The exhaust system will be stainless steel from the turbo to the inlet of the aftertreatment device, and will be 5.00" in diameter. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be 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.

RADIATOR

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

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.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located below the air bottle storage behind a common door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL PRIMING PUMP

A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

FUEL COOLER

An air to fuel cooler will be installed in the engine fuel return line.

FUEL SEPARATOR

The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.

TRANSMISSION

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.

TRANSMISSION SHIFTER

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

TRANSMISSION COOLER

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DOWNSHIFT MODE (W/ENGINE BRAKE)

The transmission will be provided with an aggressive downshift mode.

This will provide earlier transmission downshifts to 2nd gear from 6th gear, resulting in improved engine braking performance.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design.

There will be a switch pod provided on the left side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. The following switches will be provided:

- Windshield wash
- Wiper intermittent speed increase
- Wiper intermittent speed decrease
- Hi/Lo wiper speed
- Wiper off

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Black

The second row of text will be: Hawk

The third row of text will be: Fire

SPARE FILTERS AND LISTING

A complete set of chassis spare filters, including air, oil, water, fuel, and list of all oil filters used on the apparatus, will be provided. They will be shipped with loose equipment.

A description and part number of each filter will be provided.

TAK-4 SUSPENSION LUBRICATION SYSTEM

A series progressive single point lube system will be provided for the TAK-4® front suspension. The system will consist of a single point grease zerk for applying grease to all front suspension grease points. The grease will be delivered through a series progressive metering valve that incorporates a number of metering pins that dispense a highly repeatable volume of lubrication to each grease point. The metering valve will be located below the frame rail on the left side of the apparatus. The fill zerk will be located on the back side of the front suspension cradle

GREASE ZERK, EXTENDED

The grease zerks for the cab pivots will be extended to a more accessible position.

HITCH RECEIVER (2)

Two (2) hitch receivers will be provided at the front of the vehicle, positioned under the bumper extension, one each side under each frame rail or as close as possible. The hitch will be a receiver for a 2.00" trailer ball insert and a portable winch with a maximum weight rating of 9,000 pounds.

BUMPER

A one (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 10.00" high with a 1.50" top and bottom flange, and will extend 19.00" from the face of the cab. The bumper will be 95.28" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color.

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.

Gravel Pan

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.

CENTER HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 125' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

Center Hose Tray Cover

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be attached with a stainless steel hinge.

One (1) D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position.

TOW HOOKS

Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.

FRONT BUMPER UL-LX COATING

Protective black UL-LX® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

The lining will be properly installed by an authorized UL-LX dealer.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

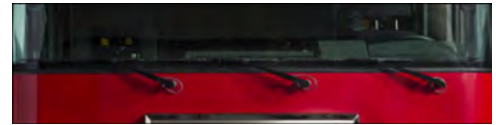
A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.



WINDSHIELD WIPERS

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.



[Washer Reservoir Location]

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.



CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

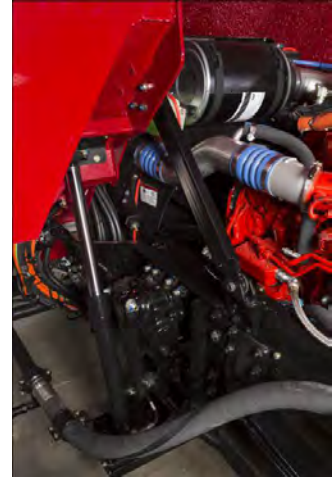


The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.



GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

MIRRORS

A Retrac, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

An amber marker light will be provided on each mirror head.

DOORS

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.



[Exterior Door Handle]

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.



[Interior Door Handle]

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

Door Panels

The inner cab door panels will be constructed out of brushed stainless steel.

ELECTRIC OPERATED CAB DOOR WINDOWS

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.



STEP LIGHTS

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

ADDITIONAL HANDRAIL

There will be two (2) handrail(s) provided one each side back of cab, to assist on accessing the crosslays. The handrail will be an anodized aluminum extrusion with a ribbed design to provide a positive gripping surface.

GRAB HANDLE(S)

There will be two (2) chrome grab handle(s) mounted in the interior of the cab one (1) on the driver and one (1) on the officer side door pan vertical near the upper door panel hinged side, to work as a high grab handle into cab.. The grab handle(s) will be securely mounted.

CREW CAB WINDOWS

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.



CUP HOLDER

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 mounted at final .

CAB DASH

The driver side dash, switch panel located to the right of the driver, and center console will be constructed of aluminum and painted fire smoke gray.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A 0.188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.50" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

MOUNTING PLATE ON OFFICER DASH

Equipment installation provisions will be installed on the flat dash panel across from the officer.

A 0.188" smooth aluminum plate will be bolted to the top surface of the dash panel. The plate will be located across from the officer. It will cover the entire flat surface of the dash panel. The plate will be spaced off the dash .75" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz dark silver gray vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

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 one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions.

Air Conditioning

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a metal cover painted to match the cab interior.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) 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 rear plenum cover per the following:

- Minimum of 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 hinged with two (2) thumb latches.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

Climate Control

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.



The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

GRAB HANDLE

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The officer's side grab handle will be mounted on the lower portion of the door post. The grab handle will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHT

An engine compartment light will be installed under the engine hood, of which the switch is an integral part. Light will have a .125" diameter hole in its lens to prevent moisture retention.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.



STORAGE BOX

There will be four (4) storage box(es) designed to hold and dispense boxes of latex gloves provided.

Each box will be constructed of aluminum and located mounted at final .

Each storage box will be 10.00" wide x 5.00" high x 3.50" deep and painted to match the cab interior. A slot will be provided on the top of each box to dispense the gloves.

MAP BOX

There will be a map box with two (2) bins, open at top, provided. The map box will be located mounted at final. The map box will be divided into two (2) bins, each being 12.50" wide x 3.00" 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.

CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.

- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

Frontal Impact Protection

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

Side Roll Protection

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY

The seating capacity in the cab will be six (6).

DRIVER SEAT

A 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 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 driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat will be a fixed type, with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

RADIO COMPARTMENT

A radio compartment will be provided under the officer's seat.

The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure.

A drop-down door with one (1) flush lift and turn latch will be provided for access.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

REAR FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) forward facing flip-up seat provided at the driver side outboard position in the crew cab. The seat back will have a plywood backing, covered with foam padded upholstery. The seat bottom will be constructed of a piece of plywood covered with foam rubber and upholstery. The bottom cushion will have its bottom covered with brushed stainless steel, for a pleasant appearance when the seat bottom is in the up position.

The seat will include the following features incorporated into the side roll protection system:

- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER CABINET

A forward facing cabinet will be provided in the crew cab at the center position.

The cabinet will be 38.50" wide x 50.00" high x 28.00" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening of the cabinet will be 36.00" wide x 44.75" high. The minimum clear door opening will be 33.25" wide x 38.87" high.

CLEAR DOOR OPENINGS (F-F = Frame to Frame)					
AMDOR		GORTITE		ROM	
HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Subtract 2.00" from F-F	Subtract 5.88" from F-F	Subtract 2.75" from F-F	Subtract 4.75" from F-F	Subtract 2.56" from F-F	Subtract 4.50" from F-F

The cabinet will include two (2) infinitely adjustable shelves with a 0.75" up-turned lip painted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the interior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

FORWARD FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) forward facing flip-up seat provided at the passenger side outboard position in the crew cab. The seat back will have a plywood backing, covered with foam padded upholstery. The seat bottom will be constructed of a piece of plywood covered with foam rubber and upholstery. The bottom cushion will have its bottom covered with brushed stainless steel, for a pleasant appearance when the seat bottom is in the up position.

The seat will include the following features incorporated into the side roll protection system:

- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt.

SEAT UPHOLSTERY

All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab will have six (6) seating positions.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of three (3) SCBA brackets.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 14.1.7.4.1 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.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

CAB INSTRUMENTATION

The cab instrument panel will include gauges, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
 - Low volts (11.8 VDC)
 - Amber telltale light on indicator light display with steady tone alarm
 - High volts (15.5 VDC)
 - Amber telltale light on indicator light display with steady tone alarm
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
 - Low fuel (1/8 full)
 - Amber indicator light in gauge dial with steady tone alarm
- Engine Oil pressure Gauge (PSI):
 - Low oil pressure to activate engine warning lights and alarms
 - Red indicator light in gauge dial with steady tone alarm
- Front Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red indicator light in gauge dial with steady tone alarm
- Rear Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red indicator light in gauge dial with steady tone alarm
- Transmission Oil Temperature Gauge (Fahrenheit):
 - High transmission oil temperature activates warning lights and alarm
 - Amber indicator light in gauge dial with steady tone alarm
- Engine Coolant Temperature Gauge (Fahrenheit):
 - High engine temperature activates an engine warning light and alarms
 - Red indicator light in gauge dial with steady tone alarm
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
 - Low fluid (1/8 full)
 - Amber indicator light in gauge dial

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Air rest (air restriction)
- DPF (engine diesel particulate filter regeneration)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Regen inhibit (engine emissions regeneration inhibit) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)
- Aux brake overheat (auxiliary brake overheat) (where applicable)
- The following red telltale lamps will be present:
- Ladder rack down
- Parking brake
- Stop engine
- The following green telltale lamps will be present:
- Left turn
- Right turn
- Battery on
- Ignition
- Aux brake (auxiliary brake engaged) (where applicable)
- The following blue telltale lamps will be present:
- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning condition is active.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out for 3 to 5 seconds when the ignition switch is moved to the on position with the battery switch on.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defrost, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls.

Windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A maintained rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.



Diagnostic Panel

A diagnostic panel will be provided and accessible while standing on the ground. The panel will be 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/TRANSMISSION/ABS J1939 Diagnostic Port
- ABS Diagnostic Switch and Indicator - The switch and amber indicator will allow access to diagnostic mode and display of standard ABS system fault blink codes that may be generated by the ABS system

- DPF REGEN (Diesel Particulate Filter Regeneration Switch) (where applicable) will be provided to request regeneration of the engine emission system. An amber indicator will be provided on top of the switch that will illuminate in a "CHECK ENGINE" condition
- REGEN INHIBIT (Diesel Particulate Filter Regeneration Inhibit Switch) (where applicable) will be provided that will request that regeneration be temporarily prevented. A green indicator will be provided on top of the Regen Inhibit switch that will illuminate when the Regen Inhibit feature is active. Regen Inhibit will be disabled upon cycling of the ignition switch to the off state.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light (electronic) will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a steady tone alarm when the parking brake is released.

SWITCH PANELS

The built-in switch panels will be located in the lower console or overhead console of the cab. Switches will be rocker type with an indicator light, of which is an integral part of the switch.

WIPER CONTROL

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located in the left hand pod of the steering wheel.

SPARE CIRCUIT

There will be three (3) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

The positive wire will be connected directly to the battery power.

The negative wire will be connected to ground.

Wires will be protected to 30 amps at 12 volts DC.

Power and ground will terminate centered up high in med cabinet, behind officer seat, body compartment TBD.

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.

Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) dual USB fast charge socket mounts installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 4.8 amps at 12 volts DC.
- The USB socket mount will be Officer Dash.
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

SWITCH, BLACKOUT

A master on/off switch will be provided inside the cab to deactivate the following lights:

- All perimeter lights.
- All step lights.
- All cab/crew cab dome lights.
- All emergency lights.
- This switch will not effect DOT lighting.
- Switch will be interlocked so that the parking brake must be set for the switch to function.
Releasing the parking brake will deactivate the blackout function.

A switch will be located at the driver side and passenger side switch panel.

INFORMATION CENTER

There will be a LCD display integral to the cab gauge panel provided that will display the following information:

- Total distance
- Trip distance
- Total hours
- Trip hours
- PTO "A" hours
- PTO "B" hours

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA5 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA5 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 degree C to 85 degree C.

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 HA5 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 HA5 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA5 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.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

Seat Belt Monitoring System

A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The 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.

INTERCOM SYSTEM

A five (5) position intercom system with single radio interface capability at the driver and officer positions and remote radio Push To Talk buttons located TBD will be provided. The pump operator will have a bulkhead fitting with weatherproof cap and radio interface belt station. Two (2) outboard crew cab positions 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 Headset Stations
- Two (2) Remote Push to Talk Kits
- One (1) U3800 Intercom Unit (1 outboard Crew)
- One (1) U3801 Headset Intercom Station (1 outboard Crew)
- One (1) 18352G-16 Bulkhead connector Kit (Pump)
- One (1) 12338P-01 Protector cap with lanyard (Pump)
- One (1) C3019B Belt Station (Pump)
- All necessary system cables and connectors

RADIO / INTERCOM INTERFACE INCLUDED

All radio interfaced stations will have universal radio interfaces installed. The interface wiring will be routed within the cab to APX 6500 .

UNDER THE HELMET HEADSET

There will be four (4) under the helmet, headset(s) provided driver, officer, driver rear facing, officer rear facing .

Each David Clark, Model H3442, 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



HEADSET HANGERS

There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard rear facing seat and passenger's side outboard rear facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

PORTABLE RADIO CHARGER INSTALLATION

There will be four (4) customer supplied portable two-way radio chargers(s) sent to the apparatus manufacturers preferred radio installer to be installed TBD. Specific shipping requirements will be followed.

MOBILE RADIO MODEM INSTALLATION

There will be one (1) customer supplied modem(s) sent to the apparatus manufacturers preferred installer to be installed TBD.

Specific shipping requirements will be followed.

KNOX-BOX®

There will be one (1) Knox-Box(s) sent to the apparatus manufacturers preferred installer and installed at TBD. Specific shipping requirements will be followed.

A "technician's key" will be provided by the customer for each Knox Box. The box cannot be installed without a compatible technician's key.

BRACKET ONLY INSTALLATION

There will be one (1) customer supplied Thermal Imaging camera charging bracket(s) sent to the apparatus manufacturers preferred installer to be installed TBD.

Specific shipping requirements will be followed.

TWO WAY RADIO INSTALLATION

There will be one (1) customer supplied two way radio(s) with dual heads sent to the apparatus manufacturers preferred radio installer to be installed TBD per the shipping document.

The remote radio heads will be located TBD .

No antenna mount or whip will be included in this option.

Specific radio shipping requirements will be followed.

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed driver side cab roof on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the radio box. A weatherproof cap will be installed on the mount.

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.



The camera image will be displayed on a 7.00" LCD display located in view of the driver in the custom dash, per instrument panel layout. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) MO700136DC, display
- One (1) SV-CW134639CAI, camera
- All necessary cables

RECESS REAR CAMERA

A rear camera recess will be provided in the center at the rear .

ELECTRICAL POWER CONTROL SYSTEM

A compartment will be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment will contain circuit protection devices and power control devices. Power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

Serviceable components will be readily accessible.

Circuit protection devices, which conform to SAE standard, will be utilized to protect each circuit. All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

Power control relays and solenoids will have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.

Visual status indicators will be supplied to identify control safety interlocks and vehicle status. In addition to visual status indicators, audible alarms designed to provide early warning of problems before they become critical will be used.

Voltage Monitor System

A voltage monitor system will be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system will provide visual and audio warning when the system voltage is above or below optimum levels.

Power and Ground Studs

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

EMI/RFI Protection

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

EMI/RFI susceptibility will be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. 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.

ELECTRICAL

All 12-volt electrical equipment installed by Pierce Manufacturing will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. 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.
2. 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.
3. 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.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will have this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. 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.

BATTERY SYSTEM

There will be four (4) 12 volt Exide®, Model 31S950X5W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

INVERTER/BATTERY CHARGER

There will be a Kussmaul, Model 091-263-12-1500, combination 55 amp battery charger and 1500 watt inverter provided. The inverter will be rated at 1,125 watts to meet NFPA requirements. There will be a bar graph display included with this installation.

The inverter battery charger will be wired to the AC shoreline inlet through an electrical junction box located near the inverter battery charger.

Inverter operation should be as follows:

Shoreline disconnected, battery off, ignition off, motor not running: No power to 110VAC outlets

Shoreline disconnected, battery on, ignition off, motor not running: No power to 110VAC outlets

Shoreline disconnected, battery on, ignition on, motor not running: No power to 110VAC outlets

Shoreline disconnected, battery on, ignition on, motor running: Inverter powering 110VAC outlets around the vehicle.

Battery Temperature Sensing will be provided for increased charging precision.

The battery charger will be located in the left body compartment mounted on the ceiling behind the roll up door.

The battery charger indicator will be displayed through the window behind the driver seat. The display will be mounted on a bracket so that it is visible from outside the apparatus in the lower corner of the window.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)

- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

ELECTRIC POWER FOR WINCH

Electric power provisions will be furnished for the portable winch from the chassis battery system.

The receiver plug will be located each side of vehicle at winch connection.

A total quantity of four (4) receptacles will be provided.

ALTERNATOR

There will be a C.E. Niehoff, Model C681, alternator with integrated voltage regulator provided. It will have a rated output current of 430 amp as measured by SAE method J56. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGEMENT

An electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.

The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two (2) separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights with heated lens 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.

FRONT DIRECTIONALS

The front directional's will be Whelen®, Model M62T, 4.31" high x 6.75" wide x 1.37" deep directional lights with amber LEDs. The lens color(s) to be clear. The directional's will be housed in the same common bezel as the front warning light and will be located above the headlights. The housing to be polished and the trim shall be chrome.

The flash pattern of the directional lights will be Steady On (Arrow).

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.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color

- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be the same as the LEDs.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

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 lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

STEP LIGHTS

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" 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.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

SIDE SCENE LIGHTS

There will be two (2) HiViz, Model FT-GESM, surface mount, 20,500 equivalent lumens, 8.65" high x 10.61" wide x 2.75" deep light(s) with white LEDs installed on the side of the apparatus, one (1) high and rearward of driver's side cab door and one (1) high and rearward on driver's side body.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

SIDE SCENE LIGHTS

There will be two (2) HiViz, Model FT-GESM, 10,491 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.75" deep light(s) with white LEDs installed on the side of the apparatus, one (1) high and rearward of passenger's side cab door and one (1) high and rearward on passenger's side body.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) HiViz Model FT-B-46-*-* , 2.56" high x 46.00" long x 2.45" deep 13,306 effective lumens 12 volt DC light with white LEDs provided as far forward as possible on the front cab roof centered. The LEDs will be configured with a combination of flood and spot optics.

The painted parts of the light housing and brackets to be painted job color.

The scene LEDs will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The white LEDs may be load managed when the parking brake is applied.

HOSE BED LIGHTS

There will be four (4) Whelen®, part number 01-066D068-00, 1.87" white 12 volt DC LED lights provided to illuminate the hose bed area.

- One (1) light will be installed on the driver's side of the hose bed 24.00" from the front and as high as practical.
- One (1) light will be installed on the passenger's side of the hose bed, as high as practical and evenly spaced between both lights installed on the driver's side of the hose bed.
- One (1) light will be installed on the driver's side of the hose bed, as high as practical and evenly spaced between both lights installed on the passenger's side of the hose bed.
- One (1) light will be installed on the passenger's side of the hose bed 36.00" from the end and as high as practical. This light will also be angled into the hose bed 30 degrees to keep much of the light from shining into ground personals eyes.

The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

REAR SCENE LIGHT(S)

There will be two (2) surface mounted HiViz, Model FT-GESM, 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.75" deep light(s) with white LEDs installed at the rear of the apparatus, upper rear body bulkhead, one each side..

The light(s) to include chrome bezel.

The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel, by a switch at the driver's side pump panel and by a cup switch at the driver's side rear bulkhead.

The light(s) may be load managed when the parking brake is applied.

WALKING SURFACE LIGHT

There will be two (2) Model FRP, 4" round black 12 volt DC LED light(s) with bolt mount provided two on cross divider ahead of water tank, one to shine into cargo bed, and one to shine on top of water tank to illuminate the designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

WATER TANK

Booster tank will have a capacity of 750 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

The tank will be stepped in design to allow for a low hosebed.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

SLEEVE, PLUMBING, THROUGH TANK

Two (2) sleeves will be provided in the water tank for a 3.00" pipe, a 1.00" hose for booster reel and 3" to the rear.

WATER TANK RESTRAINT

A heavy-duty water tank restraint will be provided.

HOSE BED

The hose bed will be fabricated of 0.125"-5052 aluminum with a nominal 38,000 psi tensile strength.

The hose bed will be as low as practical.

Upper and rear edges of side panels will have a double break for rigidity.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

A cross divider will be provided at the front of the hose bed before the tank transitions from the lower section to the upper section. The divider will run from the top of the side sheet down below the hose bed grating.

The hose bed interior walls will be painted to match the lower body color.

The hose bed will accommodate 1000 feet of 5.00" hose and 1000 feet of 3.00" hose.

HOSE BED DIVIDER

Two (2) hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

REINFORCEMENT, HOSEBED DIVIDERS

The two (2) hosebed divider(s) will be reinforced by attaching them to the rear upper handrail with adjustable stanchions.

The front body sheet cross-divider will have a thickness of .188" and have additional reinforcement installed to provide additional support to the front of the body during severe duty cycles.

HOSEBED HOSE RESTRAINT

A red hosebed cover will be furnished with awning rail (aluminum retainer) fasteners at the front and Lift-a-dot fasteners on the sides. There will be seat belt buckle fasteners at the bottom of the rear body sheet below the hosebed. The flap at the rear will be lead shot weighted.

RUNNING BOARDS

The left side running board will be fabricated of aluminum grating, with a serrated top edge, supported by structural steel angle assemblies bolted to the chassis frame rails.

Running board will be 12.75" deep and are spaced away from the body .50".

A riser will be installed on the body to protect the painted surface from damage by stepping on the running boards.

The entire outer edge of the stepping surface will be covered with bright aluminum treadplate.

The right side running board will be fabricated of 0.125" bright aluminum treadplate and supported by structural steel angle assemblies bolted to the chassis frame rails.

Running boards will be 13.00" deep and are spaced away from the body 0.50".

A splash guard will be provided to keep road dirt or water from splashing up onto the pump panels.

The running boards will have a riser on the body to protect the painted surface from damage by stepping on the running boards.

The entire surface of the running boards will be covered with bright aluminum treadplate.

TAILBOARD

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 24.00" deep in the center area and 8.00" deep to the rear of the side compartments. The tailboard will be T-shaped. The outboard sides of the tailboard will be angled at 45 degrees beginning at the point where the body meets the tailboard at the outboard edge angling rearward to the rear edge of the tailboard.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

REAR TOW EYES

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

REAR HITCH RECEIVER

One (1) hitch receiver will be installed below the tailboard at the rear of the apparatus.

The hitch will be constructed of high strength steel and reinforced to the truck framework, via the rear body substructure. The hitch receiver will have an SAE J684 Class IV rating of 10,000 lb towing and 1000 lb tongue weight.

Slide-in portion will be held in place by one (1) safety pin with clip.

The trailer electrical connection will be a no electric connection.

RUNNING BOARD HOSE RESTRAINT

A pair of 2.00" wide black nylon straps with Velcro fasteners will be provided for each hose tray to secure the hose during travel. There will be One (1) hose tray located in the right side running board.

HOSE TRAY

One (1) hose tray will be recessed in the right side running board.

Capacity of the tray will be 30' of 5.00" hose.

Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

COMPARTMENTATION

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

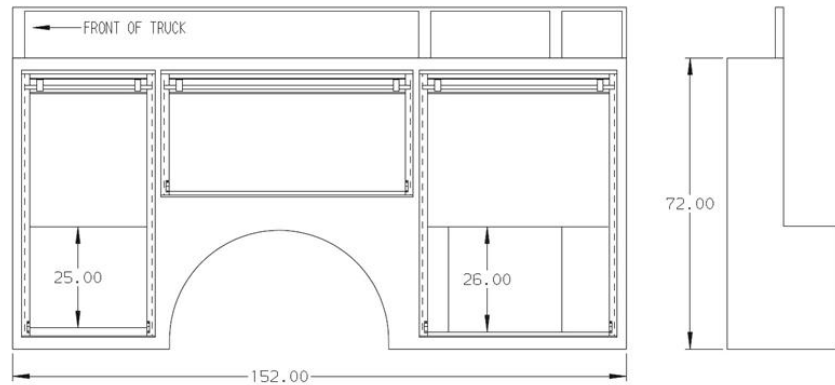
LEFT SIDE COMPARTMENTATION

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.



COMPARTMENT	CLEAR DOOR OPENINGS					
	AMDOR		GORTITE		ROM	
	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Ahead of axle	29.50	56.88	28.75	58.00	28.94	58.25
Over axle	59.00	23.13	58.25	24.25	58.44	24.50
Behind axle	45.50	57.88	44.75	59.00	44.94	59.25

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

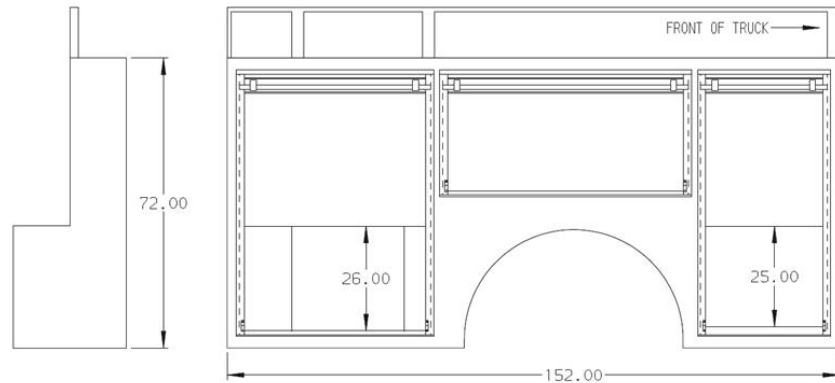
RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.



COMPARTMENT	CLEAR DOOR OPENINGS					
	AMDOR		GORTITE		ROM	
	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Ahead of axle	29.50	56.88	28.75	58.00	28.94	58.25
Over axle	59.00	23.13	58.25	24.25	58.44	24.50
Behind axle	45.50	57.88	44.75	59.00	44.94	59.25

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 nylon.

Each rollup door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 33.63" high x 25.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25" wide x 23.88" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP REAR COMPARTMENT DOOR

The rear compartment will have a rollup door.

The door will be double faced, aluminum construction, satin aluminum and manufactured by AMDOR™ brand rollup doors.

The door will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The door will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 Nylon.

The door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

DOOR GUARD

There will be seven (7) 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 all body compartments..

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

HATCH COMPARTMENT

One (1) hatch compartment will be provided above the left side compartments.

Each hatch compartment will extend the full length of the side body compartmentation x 13.75" wide. The height of each hatch compartment will match the side sheet height or be below the side sheet by a minimum of 3.00" to a maximum hatch height of 22.00".

Sides of the compartment will be constructed of the same material as the body and painted job color. A 2.00" tall formed aluminum painted to match the lower body color will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will be smooth weld finished and painted. The top of the compartment will be constructed of bright aluminum treadplate.

Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of the compartment. Doors will have lipped edges with a rubber seal for weather resistance. Each door will have a lever handle with a slam style latch. Doors will be hinged on the outboard side and will utilize a gas strut (or rubber covered chain on narrow width doors)

Compartment will drain to an area below the hose bed. Black Dri-Deck matting shall be provided to help prevent stored equipment in pooled water.

HATCH COMPARTMENT

One (1) hatch compartment will be provided above the right side compartments.

Each hatch compartment will extend the full length of the side body compartmentation x 13.75" wide. The height of each hatch compartment will match the side sheet height or be below the side sheet by a minimum of 3.00" to a maximum hatch height of 22.00".

Sides of the compartment will be constructed of the same material as the body and painted job color. A 2.00" tall formed aluminum painted to match the lower body color will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will be smooth weld finished and painted. The top of the compartment will be constructed of bright aluminum treadplate.

Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of the compartment. Doors will have lipped edges with a rubber seal for weather resistance. Each door will have a lever handle with a slam style latch. Doors will be hinged on the outboard side and will utilize a gas strut (or rubber covered chain on narrow width doors)

Compartment will drain to an area below the hose bed. Black Dri-Deck matting shall be provided to help prevent stored equipment in pooled water.

COMPARTMENT LIGHTING

There will be a 42.00" 12 volt DC strip light with white LEDs mounted on the interior, hinged side of each door. The lights will be mounted with mechanical fasteners.

The lights will be activated when the battery switch is on and the door is opened.

MOUNTING TRACKS

There will be five (5) sets of tracks for mounting shelf(s) in LS1, LS3, RS1, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be painted to match the compartment interior.

ADJUSTABLE SHELVES

There will be five (5) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in RS3 in the upper third, in RS1 in the upper third, in B1 centered between the floor and ceiling, in LS3 in the upper third and in LS1 in the upper third.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be four (4) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, RS3, LS1 and LS3.

PARTITION, TRANSVERSE REAR COMPARTMENT

Two (2) partitions will be bolted in place to separate the left and right side rear compartments from the rear tailboard compartment. The partition will be body material painted spatter gray.

HITCH RECEIVER

A hitch receiver will be installed at each side of the apparatus behind the rear wheels under the compartments.

The side hitch receivers will be constructed of heavy steel tubing and reinforced to the truck framework.

The side hitch receivers will be capable of retaining a 6,000 or 9,000 lb portable winch.

Slide-in portion will be held in place by one (1) safety pin with clip.

RUB RAIL

Bottom edge of the side 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.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown.

BODY FENDER LINER

A painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

HARD SUCTION HOSE

Hard suction hose will not be required.

HANDRAILS

The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

HANDRAILS

One (1) vertical handrail will be located on each rear beavertail.

One (1) horizontal black rubber-covered handrail will be provided above the hose bed at the rear of the apparatus. The hose bed dividers shall be tied to the upper handrail or cross bar in order to provide sufficient reinforcement.

ADDITIONAL HANDRAIL

One (1) handrail, 10.00" long, will be mounted one located driver side on top of front hosebed sheet..

AIR BOTTLE STORAGE (TRIPLE)

A quantity of two (2) air bottle compartments designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A painted stainless steel door with a Southco raised trigger C2 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.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR BOTTLE STORAGE (DOUBLE)

A quantity of two (2) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels. The triangular door shall cover the double air bottle opening and the DEF tank access. and on the left side rearward of the rear wheels. The triangular door shall cover the double air bottle opening and the fuel tank access.. 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.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

EXTENSION LADDER

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

ROOF LADDER

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

LADDER STORAGE

The ladders and a single backboard will be stored between the water tank and the right side compartments.

The ladders will extend into the pump compartment just to the rear of the water pump discharges.

Backboard dimensions will be 72" X 18" X 2".

The ladder storage area will be enclosed as practical by means of sheet metal to protect the ladders from road dirt. The ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclosed the ladders in the gap between the pump house and the body.

Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides.

A bright aluminum treadplate enclosure will be provided at the rear of the body to properly contain the ladders. This enclosure will extend to the rear of the side body compartments.

The enclosure will also include a vertically hinged smooth aluminum door with a D-handle latch to access the ladders.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

FOLDING LADDER STORAGE

There will be storage designated right side for folding ladders stored between the side sheet in a stainless steel trough in the ladder storage compartment.

PIKE POLE, 8'

One (1) pike pole, 8' long Duo Safety with a fiberglass handle, will be provided.

PIKE POLE, 6'

One (1) pike pole, 6' long Duo Safety with a fiberglass handle, will be provided.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of two (2) pike poles and will be located in ladder storage compartment. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

FOLDING STEPS FRONT OF BODY

Folding steps will be provided full height on the left side and right side body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing. Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height.

The Trident steps will be bright finished, non-skid with a black tread coating on the stepping surface.

The step will incorporate an LED light to illuminate the stepping surface.

The steps can be used as a hand hold with two openings wide enough for a gloved hand.

REAR FOLDING STEPS

Bright finished, non-skid folding steps with a black tread coating on the stepping surface will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure 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.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

LEFT SIDE PUMP CONTROL PANEL

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

PUMP

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.

- 70% of rated capacity at 200 psi net pump pressure.

-50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

PUMP PACKING

Stuffing boxes will be of the conventional two (2) piece, split-gland type, to permit adjustment or replacement of Grafoil packing without disturbing the pump. Water will be fed into stuffing box lantern rings for proper lubrication and cooling when the pump is operating.

Lantern rings will be located at the inner ends of the stuffing boxes, to avoid having to remove them when replacing pump packing.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

PUMPING MODE

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE - PUMP

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.

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. The controller will be programmed to turn on/default to Pressure 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 vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow.

A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for 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 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 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.

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 NFPA 1901.

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.

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.

PUMP TEST

The pump will be tested, approved and certified by an independent third party testing agency at the manufacturer's expense. The test results along with the pump manufacturer's certification of hydrostatic test, the engine manufacturer's certified brake horse power curve and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

The pump test will be performed for 1500 GPM at 8500'.

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.

FOAM SYSTEM PLUMBING

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.



VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

FRONT INLET PROVISION

Provisions for a front inlet will be provided on the right side pump suction manifold. Flange will be capped off for possible addition of front inlet at a later date.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet.

The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel.

The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

DISCHARGE OUTLET CONTROLS

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

LEFT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 4.00" Akron valve installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a handwheel control at the pump operator's control panel.

An indicator will be provided to show when the valve is in the closed position.

LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

REAR DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

REAR OUTLET ELBOWS

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

DISCHARGECAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with vinyl covered cables 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 vinyl covered cables 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.

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

DELUGE RISER

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

TELESCOPIC PIPING

The deluge riser piping will include an 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

MONITOR

A Task Force Tips Crossfire #XFT-NJ monitor shall be properly installed on the deluge riser.

CROSSLAY HOSE BEDS

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 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.

2.50" CROSSLAY HOSE BED

One (1) crosslay with 2.50" outlets will be provided. This bed to be capable of carrying 200' of 2.50" double jacketed hose and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve.

Outlet to be equipped with a 2.50" 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 control will be at the pump operator's panel.

When used in conjunction with other crosslay/speedlay/deadlay configurations, a center crosslay divider, when needed, will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

CROSSLAY/DEADLAY HOSE RESTRAINT

There will be a one (1) piece red vinyl cover provided across the top and each end of three (3) crosslay/deadlay(s) to secure the hose during travel. The vinyl top will be attached at the front and rear of the crosslay/deadlay(s) with Lift-a-dot. Each vinyl end flap will be attached with seat belt buckle.

CROSSLAY 8.00" LOWER THAN STANDARD

The crosslays will be lowered 8.00" from standard.

HUSKY 3 FOAM PROPORTIONER

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from .1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

System Capacity

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in .1 percent increments from .1 percent to 1 percent. Typical settings of 1 percent, .5 percent and .3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

Control System

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) .50 tall LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included, one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green - System On
- Solid Red - Valve Position Error
- Solid Yellow - Priming System
- Flashing Green - Injecting Foam
- Flashing Red - Low Tank Level
- Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

Hydraulic Drive System

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one (1) unit.

Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

Discharges

The foam system will be plumbed to the center of front bumper, left rear outlet, front crosslay, center crosslay and rear crosslay.

System Electrical Load

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

SINGLE FOAM TANK REFILL

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the

controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP AND GAUGE PANEL

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

PUMP ACCESS

Right Side Panel

The right side upper pump panel will be removable.

Panel Fastener

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.

PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

There will be a switch accessible through a door on the pump panel included with this installation.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

OK TO PUMP INDICATOR LIGHT

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

AIR HORN BUTTON

An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled and put within easy reach of the operator.

ALUMINUM HEAT ENCLOSURE

A heat enclosure will be installed, trapping hot air radiated from the engine exhaust system, which will warm the fire pump. The enclosure will consist of an aluminum understructure, with easily removable aluminum panels. Also a covering above the pump will be provided, so warm air cannot escape freely.

ELECTRIC GAUGE HEATER

A 12v electric gauge heater will be provided for all water carrying gauges.

PUMP COMPARTMENT HEATER

A hot water heater will be installed in the pump compartment.

Controls for the heater will be located at the pump operator's panel.

RUBBER BOOT

The front and rear of the pump house will be enclosed to contain the heat. The rear will have openings for the plumbing only. A rubber boot will be supplied around the plumbing, at the front, sides and rear of the pump house, the boot will allow the plumbing to flex and keep cold air out.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

There will be a Hale part number 106877, 4-light driver module included with this installation to power additional water level gauges.

The system(s) will be energized when pump is in gear.

WATER LEVEL GAUGE

There will be two (2) additional water level indicator(s), Whelen®, Model PSTANK2, LED module with chrome trim, installed one (1) each side rearward of crew cab doors.

This light module(s) will include four (4) colored levels, and function similar to the water level indicator located at the operators panel:

- First green module indicates a full water level
- Second blue module indicates a water level above 3/4 full

- Third amber module indicates a water level above 1/2 full
- Last red module indicates a water level above 1/4 full and empty
 - Above 1/4 this light will be steady burning
 - At empty this light will be flashing

The flash rate will be determined by the main water level tank sensor.

This module will be activated when the parking brake is applied.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

LIGHT SHIELD

There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.

- 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.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

AIR HORN SYSTEM

Two (2) Hadley®, eTone, chrome air horns will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

Air Horn Location

The air horns will be located on each side of the bumper, just outside of the frame rails.

Air Horn Control

The air horn(s) will be activated by the following:

- Right side chrome push button switch
- Steering wheel horn ring with electric/air horn selector switch

ELECTRONIC SIREN

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.

The electronic siren head will be located in switch panel # 8 area of the center dash switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

AUXILIARY MECHANICAL SIREN

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be mounted on the bumper deck plate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

MECHANICAL SIREN CONTROL

The mechanical siren will be activated by the following:

- Right side chrome push button switch.
- Left side foot switch.

A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.

A momentary switch with red outline around the switch will be included in the lower switch panel to activate the siren brake.

SWITCH FOR WARNING LIGHTS INTENSITY

When parking brake is set, and a Whelen®, Model LCPHOTO photocell installed on the interior forward cab dash as near to the windshield as practical, is activated due to diminished ambient light, the designated Whelen® warning lights on the cab and the warning lights on the body will transition to a low power intensity.

In order for the activation of low power mode of the warning lights, the dash mounted Whelen® photocell must sense diminished ambient light (approx. 50 LUX), the battery switch, the ignition switch, the emergency master switch, must be on, and the parking brake set.

The low power intensity mode will be reset when any of the above conditions are not met.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 72.00" Whelen Freedom IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) white 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) red 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.
- Open in the driver's side fifth front position.
- Open in the driver's side sixth front position.
- Open in the passenger's side sixth front position.
- Open in the passenger's side fifth front position.
- One (1) red flashing LED module in the passenger's side fourth front position.
- One (1) red 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) white 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.

There will be clear lenses included on the lightbar.

The light bar will have the low intensity mode wires connected to the controlling circuit.

There will be a switch in the cab on the switch panel to control this lightbar.

The white LEDs will be disabled when the parking brake is applied.

The six (6) red flashing LED modules in the front positions may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTS

There will be two (2) Whelen, Model M6**, flashing LED lights installed on the cab face above the headlights, in a common bezel with the directional lights.

- The driver's side front warning light to include red LEDs
- The passenger's side front warning light to include red LEDs
- The color of the lenses will be clear

There will be a switch located in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

DAYTIME RUNNING LIGHTS (HEADLIGHTS)

The headlights will include a feature for daytime running lights which will be automatically activated when the parking brake is released. The daytime running light feature will be deactivated when the primary headlight switch is turned on, when other headlight options are activated or when the parking brake is set. The running lights will be wired through the low beam head lights.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

SIDE ZONE LOWER LIGHTING LOW INTENSITY

There will be six (6) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights located, one (1) each side on the bumper extension. The driver's side, side front light to include red warning LEDs and the passenger's side, side front light to include red 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 above 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 color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

Any flashing white lights will be disabled when the parking brake is set.

SIDE WARNING LIGHTS LOW INTENSITY

There will be two (2) Whelen®, Model M9**, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided front body corner, one each side of truck.

The light(s) to include red flashing LEDs and the warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green and red LEDs may be load managed when the parking brake is applied.

The light(s) will have the low intensity mode wire connected to the controlling circuit.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

The lens color(s) to be clear.

There will be a switch located in the cab on the switch panel to control the lights.

The light(s) will have the low intensity mode wire connected to the controlling circuit.

REAR BODY WARNING LIGHTS

There will be two (2) Whelen®, Model M9**, LED flashing warning light(s) with chrome trim provided above the taillights.

The color of these light(s) will be red.

The lens color(s) to be clear.

These light(s) will be controlled with the rear lower warning switch.

These light(s) will include a lens that is the same color as the LED's.

The low intensity circuit will be connected to the low intensity control.

WARNING LIGHTS (REAR AND SIDE UPPER ZONES)

There will be four (4), Whelen®, Model M9**C, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning lights with chrome trim provided at the rear of the apparatus per the following:

- The side upper rear light on the left side to include red flashing LEDs.
- The rear upper light on the left side to include red flashing LEDs.
- The rear upper light on the right side to include red flashing LEDs.
- The side upper rear light on the right side to include red flashing LEDs.
- The warning light lens color(s) to be clear

There will be a switch in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash not activated.

This traffic directing light will be recessed with a stainless steel trim plate at the rear of the apparatus as high as practical.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

LIGHT TOWER

There will be one (1) Will-Burt, Model NS3.0-500 WB, light tower provided.

There will be four (4) XL 200, 24 volt DC light heads with white LEDs included on this tower. A 12VDC to 24VDC converter will be provided with the light tower.

The painted parts of the light tower and the light heads to be white.

This tower will be connected to the Do Not Move Truck Indicator in the cab.

The lights included on this tower may be load managed when the parking brake is applied.

Light Tower Location

The light tower will be installed on the crew cab roof.

Light Tower Controller

There will be one (1) handheld wired controller included.

Light Tower Controller Location

The light tower controller will be installed in the driver's side front body compartment.

120 VOLT RECEPTACLE

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with interior duplex flip up cover(s), installed center back wall of EMS cabinet, next the 10 place 12Volt buss bar. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline to 120 volt AC power inverter internal transfer sw.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

120 VOLT RECEPTACLE

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior duplex flip up cover, installed body compartment TBD. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline to 120 volt AC power inverter internal transfer sw.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

120 VOLT RECEPTACLE

There will be two (2), 20 amp 120 volt AC three (3) wire twist lock receptacle(s) with waterproof flip up cover(s) installed on the left rear fender panel and on the right rear fender panel. The NEMA configuration for the receptacles will be L5-20R.

The receptacle(s) will be powered from the on board 12 volt DC to 120 volt AC power inverter.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smoothbore or combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m).
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, 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.
- One (1) automatic external defibrillator (AED).
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components* (if equipped with an aerial device).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.

- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.8.2.1 requires a minimum of 20' of suction hose or 15' of supply hose will be carried.

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT PROCESS

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 manufacture's written paint standards will be available upon request.

Environmental Impact

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

CAB PAINT

The cab will be painted #90 red.

BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with primer and gloss black paint before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails

Components that are included with the chassis frame assembly that will be painted not e-coated are:

- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

The E-coat process will meet the technical properties shown.

AXLE HUB PAINT

All axle hubs will be painted to match lower job color.

COMPARTMENT INTERIOR PAINT

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.

REFLECTIVE ACROSS CAB FACE

The reflective band provided on the cab face will be above, below or at the headlight level.

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

FILM TECHNICAL PROPERTIES		
PROPERTY	TEST METHOD	PERFORMANCE
Color	—	Black
Film Thickness	—	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.
Cold rolled steel lab panels, Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.		
PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm
*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. (Average Total Scribe Creep)		

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

REFLECTIVE STRIPE OUTLINE

A black outline will be applied on the top and the bottom of the reflective band. There will be three (3) set of outline stripes required.

CAB DOOR REFLECTIVE STRIPE

A 6.00" x 16.00" fluorescent yellow green diamond grade 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 NFPA 1901 requirement.

LETTERING

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING

Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

LETTERING

There will be genuine gold leaf lettering, 6.00" high, with outline and shade provided. There will be 16 letters provided.

MALTESE CROSS INSTALLATION

There will be one (1) pair of maltese crosses, comprised of reflective material, provided and installed TBD.

CAB GRILLE DESIGN

An American flag design will be painted on the cab grille.

SET OF FOUR STACKED TIPS AND 10" STREAM STRAIGHTNER

The dealer is to provide (1) TFT MST-4NJ (set of four stacked tips) and (1) TFT XF-SS10 Stream Straightner (10" stream straightner).

INSPECTION TRIP #1

An inspection trip will be provided for four (4) people. Trip will take place Appleton, WI.

FIRE APPARATUS PARTS MANUAL

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents

- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

Service Parts Internet Site

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE MANUALS

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION MANUAL

The chassis operation manual will be provided on one (1) USB flash drive.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor™ Axle 5 year limited warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of **ten (10) years**. A **five (5) year** limited warranty will be provided on painted roll up doors.

The limited warranty certificate, WA0185, is included with this proposal.

PUMP WARRANTY

The Waterous pump will be provided with a Seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be submitted with the bid package (no exception).

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

FOAM SYSTEM WARRANTY

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Roof Crush

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

Side Impact

The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

Additional Frontal Impact

The same cab will withstand a frontal impact of 65,200 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.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap

and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

PERFORMANCE CERTIFICATIONS

Cab Air Conditioning

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

Cab Defroster

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

Cab Auxiliary Heater

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.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
 - The nameplate rating of the alternator.
 - The alternator rating under the conditions specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - The minimum continuous load of each component that is specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).

- 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 applicable NFPA 1901 or 1906 (Current Edition).



Option List

1/4/2023

Customer:	Black Hawk, City of	Bid Number:	1238
Representative	Byrne, Jason	Job Number:	
Organization:	Front Range Fire Apparatus, Ltd	Number of Units:	1
Requirements Manager:		Bid Date:	01/09/2023
Description:	Enforcer 70" Cab 750 Water Low Hosebed w/Hatch Compt's	Stock Number:	39702
Body:	Pumper, Medium, Aluminum, 2nd Gen	Price Level:	43 (Current: 43)
Chassis:	Enforcer Chassis	Lane:	

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - For Engineering Purposes Only, Similar to job 39429	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0030006		Bid Bond Not Requested	1
15	0540326		Performance Bond, Not Requested	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0649754		Enforcer Chassis	1
19	0000110		Wheelbase	1
			Wheelbase - 187.50"	
20	0000070		GVW Rating	1
			GVW rating - 42,000#	
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22	0020018		Frame Liner Not Req'd	1
23	0633906		Axle, Front, Oshkosh TAK-4, Non Drive, 18,000 lb, Enforcer	1
24	0633905		Suspension, Front TAK-4, 18,000 lb, Enforcer	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0582936		Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
28	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
29	0530457		Axle, Rear, Meritor RS23-186, 24,000 lb Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH	1
31	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
34	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1
40	0760616		Chains, Onspot Automatic Tire, Custom, Locking Switch	1
41	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
42	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
43	0593760		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, 2010	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1

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Line	Option	Type	Option Description	Qty
45	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
46	0731553		Air Compressor, Brake, Cummins/Wabco 25.9 CFM	1
47	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
48	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, Standen, SFR/Enf	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
51	0736410		Engine, Cummins X12, 500 hp, 1700 lb-ft, W/OBD, EPA 2021, Enforcer	1
52	0730962		Filters, Remote Mounted, Oil, Fuel, X12, VEL/AXT, ENF, QTM	1
53	0001244		High Idle w/Electronic Engine, Custom	1
54	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
55	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
56	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
57	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
58	0788765		Radiator, Saber FR/Enforcer	1
59	0001090		Cooling Hoses, Rubber	1
60	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
61	0001129		Lines, Fuel	1
62	0618791		DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air Bottle Door	1
63	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
64	0552712		Not Required, Shutoff Valve, Fuel Line	1
65	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
66	0578959		Fuel/Water Separator, Racor Inline	1
67	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
68	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
69	0684459		Transmission Oil Cooler, Modine, External	1
70	0535530		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	1
71	0001375		Driveline, Spicer 1810	1
72	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
73	0802950		Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	1
74	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Black	
			Text, Row (2) Two - Hawk	
			Text, Row (3) Three - Fire	
75	0098717		Filters, Spare Set, Complete List, Part number and Desc of All Filters, Chassis	1
76	0771216		Lube System, Single Point Fill, Series Progressive, TAK-4	1
			Location, Lube System Grease Fitting - Behind TAK4	
77	0641710		Grease Zerk, Extended, Cab Pivots	1
78	0034957		Hitch, Receiver, Front, (2) Tubes, Custom Chassis	1
79	0606441		Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1
80	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 20) 125' of 1.75"	
81	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
82	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
83	0002270		Tow Hooks, Chrome	1
84	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
85	0648332		Cab, Enforcer, 7010	1
86	0747442		Engine Tunnel, X12, MX13, Enforcer	1
87	0633594		Rear Wall, Interior, Adjustable Seating	1
88	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
89	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
90	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
91	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
92	0015440		No Chrome Molding, On side of cab	1
93	0772130		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Marker Light	1

Line	Option	Type	Option Description	Qty
94	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
95	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
96	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
97	0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
98	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
99	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
100	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
101	0586967		Grab Handle, Chrome, Specify Location, Qty Location - one (1) on the driver and one (1) on the officer side door pan vertical near the upper door panel hinged side, to work as a high grab handle into cab. Qty, - 02	2
102	0673394		Handrail, Extra - 15-20" Long Location - one each side back of cab, to assist on accessing the crosslays Qty, - 02	2
103	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
104	0012090		Not Required, Windows, Front/Side of raised roof	1
105	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
106	0644019		Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each Location - mounted at final Qty, - 04	4
107	0894089		Dash, Heavy Duty Metal, Enforcer Material Finish, Metal Dash - Fire Smoke Gray	1
108	0631534		Mounting Provisions, 3/16" Alum, Officer Dash Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
109	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - 1.50" Material Finish, Cab Interior - Painted	1
110	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum	1
111	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - i) fire smoke gray	1
112	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
113	0722696		HVAC, Enforcer, CARE HVAC System, Filter Access - Tool Free Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Metal, Painted	1
114	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Thumb Latch	1
115	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
116	0002526		Light, Engine Compt, All Custom Chassis	1
117	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch, Flush	1
118	0530840		Box, Storage, Aluminum, Latex Gloves Location - mounted at final Qty, - 04	4
119	0660939		Map Box, 2 Bin, 30 Degree Slant Location - mounted at final	1
120	0583042		Side Roll and Frontal Impact Protection	1
121	0622617		Seating Capacity, 6 Seats	1
122	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
123	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, Saber FR/Enforcer	1
124	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer Latch, Door, Storage - Lift and Turn Latch, Flush	1

Line	Option	Type	Option Description	Qty
125	0635973		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
126	0102783		Not Required, Seat, Rr Facing C/C, Center	1
127	0635969		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
128	0632944		Seat, Forward Facing C/C, DS Outboard, Flip Up Cushion, Safety, Saber FR/Enforcer	1
129	0783479		Cabinet, Forward Facing, Center, 38.50 W x 50 H x 28 D, Roll, SFR/Enf Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751 Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side Louvers, Cabinet - 0-No Louvers	1
130	0632876		Seat, Forward Facing C/C, PS Outboard, Flip Up Cushion, Safety, Saber FR/Enf	1
131	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 06	6
132	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
133	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
134	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
136	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
137	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer Emergency Switching - Individual Switches	1
138	0002544		Air Restriction Indicator - Pierce Chassis	1
139	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Steady Alarm	1
140	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
141	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
142	0802946		Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	1
143	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st Qty, - 01 12vdc power from - Battery direct Location - Officer Dash	1
144	0598394		Wiring, Spare, 30 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st Qty, - 03 12vdc power from - Battery direct Location - centered up high in med cabinet, behind officer seat, body compartment TBD	3
145	0654530	SP	Switch, Instrument Panel, Blackout	1
146	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf System Of Measurement - US Customary	1
147	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
148	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
149	0807628		Intercom, David Clark, 5-Pos, 3-Radio, (D,O,RPTT), 2obC, (P, Radio Belt Station) Location - TBD	1
150	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System Location, Radio Interface - APX 6500	1
151	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic Qty, - 04 Location - driver, officer, driver rear facing, officer rear facing	4
152	0681408		Hangers For Headsets, NFPA, Each Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear Fcng Seat and PS Outbrd, Rear Fcng Seat	4

Line	Option	Type	Option Description	Qty
153	0559503		Install Customer Provided, Portable Radio Charger(s) Location - TBD Qty, - 04	4
154	0562774		Install Customer Provided Thermal Camera(s), Charger Only Location - TBD Qty, - 01	1
155	0709553		Install Customer Provided Two-Way Radio(s), Dual Heads Location - TBD Qty, - 01 Fill in Blank - TBD	1
156	0699100		Install Customer Provided Key Storage, Knox Box, in Cab Location - TBD Qty, - 01	1
157	0640003		Install Customer Provided Modem Location - TBD Qty, - 01	1
158	0696438		Antenna Mount, Custom Chassis, Cable Routed to Radio Box Location - driver side cab roof Qty, - 01	1
159	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
160	0653533		Camera, Pierce, 7" LCD, Rear Camera Only Location, Camera Monitor - Driver Side In Custom Dash	1
161	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
162	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
163	0624256		Electrical System, Enforcer Hard Wired	1
164	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
165	0008621		Battery System, Single Start, All Custom Chassis	1
166	0002698		Battery Compartment, Saber/Enforcer	1
167	0727110	SP	Charger, Sngl Sys, Ksml, 091-263-12-1500, Inv Charger, 1125 watt w/BTSC Battery Chrg Display, Ksml - Bar Graph Ind, part number 091-200-IND	1
168	0012782		Location, Charger, Front Left Side Body Compartment Location, Battery Chrgr/Cmpr - Ceiling Behind Roll Up Door	1
169	0537512		Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1
170	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
171	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
172	0009429		Electric Power Only, Portable Winch Location - each side of vehicle at winch connection Qty, Receptacles - 04	4
173	0754105		Alternator, 430 amp, Niehoff C681	1
174	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
175	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
176	0802935		Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf Color, Lens, LED's - Clear Color, Q Bezel and Trim - Polished Chrome Flash Pattern, Directional Lts - Steady On (Arrow)	1
177	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
178	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
179	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
180	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
181	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Match Flash Pattern, Directional Lts - Steady On (Arrow)	1
182	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
183	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1

Line	Option	Type	Option Description	Qty
184	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
185	0589905		Alarm, Back-up Warning, PRECO 1040	1
186	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
187	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
188	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
189	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
190	0781453		Lights, Side Scene, HiViz FT-GESM LED 2nd	2
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	
			Location, Scene Lights - PS Rear Of Cab Door (FR Cab & Qtm Only) 1lt and PS Body, Rearward, 1lt	
191	0781457		Lights, Side Scene, HiViz FT-GESM LED 1st	2
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	
			Location, Scene Lights - DS Rear Of Cab Door (FR Cab & Qtm Only) 1lt and DS Body, Rearward, 1lt	
192	0735836		Light, Roof Mt, HiViz, FT-B-46-*-* , Cnt Feature	1
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Job Color	
			Scene Light Optics - Flood/Spot	
193	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
194	0645869		Lights, Hose Bed, Sides, WIn 01-066D068-00 Blk Trim LED, 1.87" 4lts	1
			Control, Hose Bed Lts - Cup Switch At Rear	
195	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
196	0733247		Lights, Rear Scene, HiViz FT-GESM* , Surface Mt	2
			Location, Lights - upper rear body bulkhead, one each side.	
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS, Pump Panel DS and Body Switch, DS Rear Bulkhead	
			Color, Lt Housing HiViz - Chrome Bezel	
197	0768376		Lights, Walk Surf, FRP Flood, LED, Qty, Loc Fet	2
			Location - two on cross divider ahead of water tank, one to shine into cargo bed, and one to shine on top of water tank	
			Qty, Surface Lights - 2	
198	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
199	0554271		Body Skirt Height, 20"	1
200	0013492		Tank, Water, 750 Gallon, Poly, Med, New York Style	1
201	0003405		Overflow, 4.00" Water Tank, Poly	1
202	0028104		Foam Cell Required	1
203	0074425		Modified Poly Tank for Equipment Storage Rack	1
204	0633066		Sleeve, Through Tank	2
			Qty, Sleeve - 2	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing, 1.00" Booster Hose and 3"	
205	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
206	0003429		Not Required, Direct Tank Fill	1
207	0003424		Not Required, Dump Valve	1
208	0048710		Not Required, Jet Assist	1
209	0030007		Not Required, Dump Valve Chute	1
210	0514778		Not Required, Switch, Tank Dump Master	1
211	0618241		Hose Bed, Aluminum, Pumper, New York Style	1
			Material Trim/Scuffplate - b) S/S, Brushed	
212	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
213	0627877		Hose Bed Capacity, 1000' of 5.00", 1000' of 3.00"	1
214	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
215	0651407		Reinforcement, Hose Bed Divider Tied To Handrail	2
			Qty, - 02	
216	0531457		Reinforcement, Front Body Sheet Cross-Divider, Severe Duty, Aluminum Body	1

Line	Option	Type	Option Description	Qty
217	0591033		Hose Restraint, Hose Bed, Vinyl, Top and Rear Color, Vinyl Cover - a) red Type of fastener - Lift-a-dot - Sides of Hosebed Type of fastener, Rear - seat belt buckle - bottom of hosebed Type of fastener, Front - Awning rail (aluminum retainer) - Front Hosebed Vinyl Flap Weight - Lead Shot Weighted	1
218	0600908	SP	Running Boards, Treadplate RS, Bustin Bar Grating, Type N, LS	1
219	0689497		Tailboard, T-Shaped, 24" & 8" Deep, Angled Corners	1
220	0690037		Wall, Rear, Smooth Aluminum/Body Material Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	1
221	0889721		Tow Eyes, w/Hitch Receiver, 2G Pumper Connection, Trailer/12V Electrical, 2G - No Electric Connection	1
222	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1	1
223	0014112		Tray, Hose, Running Board, Special Capacity, Predefined Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1 Capacity, Hose Tray (Predefined) - 30' of 5"	1
224	0895820		Construction, Compt, Alum, 2G Pumper	1
225	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
226	0063658		RS 152" Rollup, Full Height Front & Rear, FDLER	1
227	0594005		Doors, Rollup, Amdor, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Non-Locking Liftbar	6
228	0013671		Compt, Rear, Rollup, 30.75" FF, 25.88" D	1
229	0594003		Door, Amdor, Rollup, Rear Compartment Color, Roll-up Door - AMDOR Satin Aluminum Latch, Roll-up Door - Non-Locking Liftbar	1
230	0554995		No Body Modification Required	1
231	0019845		Guard, Drip Pan, S/S, Rollup Door Qty, Door Accessory - 07 Location, Door Accessory - all body compartments.	7
232	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07 Location, Compartment Lights - All Body Compts	7
233	0732757		Hatch, (2) Liftup, Pumper, 2nd Location, Hatch Compt - Right Side Trim, Body/Hatch Compt Seam, Horizontal - Painted Formed - Match Lower Hatch Compt, Width - 14" Latch, Hatch Compt - Lever Latch Matting, Floor, Hatch Compt - Dri-Deck - Black	1
234	0739915		Hatch, (2) Liftup, Pumper Location, Hatch Compt - Left Side Qty, Hatch Compt - 1 Trim, Body/Hatch Compt Seam, Horizontal - Painted Formed - Match Lower Hatch Compt, Width - 14" Latch, Hatch Compt - Lever Latch Matting, Floor, Hatch Compt - Dri-Deck - Black	1
235	0730092		Not Required	1
236	0733219		Lights, Hatch Compt, 42", LED, Light Strips, 2-Sides 4 Dr	1
237	0687146		Shelf Tracks, Painted Qty, Shelf Track - 05 Location, Shelf Track - LS1, LS3, RS1, RS3 and B1	5
238	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 05 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - RS3-Upper Third, RS1-Upper Third, B1-Centered, LS3-Upper Third and LS1-Upper Third	5
239	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 04	4

Line	Option	Type	Option Description	Qty
239			Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3	
			Material Finish, Tray - Painted - Spatter Gray	
240	0726441	Partition,	Trans Rear Compt	2
			Qty, Partition - 02	
			Location, Partition - c) both sides	
			Material Finish, Partition - Painted - Spatter Gray	
241	0696957	Hitch, Receiver, Sides, Under Body, Pumper		1
242	0004016	Rub Rail, Aluminum Extruded, Side of Body		1
243	0784811	Fender Crowns, Rear, Stainless, w/Removable Liner		1
			Material Finish, Fender Liner - Painted Lower Body	
244	0519849	Not Required, Hose, Hard Suction		1
245	0626229	Handrails, Side Pump Panels, Per Print		1
246	0004126	Handrails, Beavertail, Standard		1
247	0610196	Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed		1
			Handrail Finish - Black Rubber Covered	
			Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	
248	0004154	Handrail, Extra - 10" Long		1
			Location, Handrails - one located driver side on top of front hosebed sheet.	
			Qty, Handrails - 01	
249	0657522	Compt, Air Bottle, Triple, Fender Panel		2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting	
250	0648325	Compt, Air Bottle, Double, Tri Door, Fender Panel		2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Double - LS Fwd - DEF Combo and Double - LS Rear - Fuel Combo	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting	
251	0004225	Ladder, 24' Duo-Safety 900A 2-Section		1
252	0004230	Ladder, 14' Duo-Safety 775A Roof		1
253	0598395	Ladders/Backboard Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH		1
			Size, Backboard - 72" X 18" X 2"	
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
254	0733387	Ladder, 10' Duo-Safety Folding 585A		1
255	0733796	Trough, Folding Ladder, Ladder Storage Btwn Tank & S.Sht		1
			Location, Left Side, Right Side - Right Side	
256	0789534	Pike Pole, 8' DUO Safety, Fiberglass		1
			Qty, Pike Poles - 1	
257	0733370	Pike Pole, 6' DUO Safety, Fiberglass		1
			Qty, Pike Poles - 1	
258	0004361	Tubes, Alum, Pike Pole Storage		2
			Qty, Pike Pole Tubes - 02	
			Location, Pike Pole Tube - Ladder Storage	
259	0785102	Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident		1
			Coating, Step - black	
			Location, Steps - Full Height Left and Right Side w/LED Light	
260	0592994	Steps, Folding, Rear of Body, w/LED, Trident		1
			Coating, Step - black	
261	0007575	Pump House, Side Control, 48", Control Zone		1
262	0037731	Pump House Structure, Raised, Included with Ladder Storage		1
263	0004425	Pump, Waterous, CSU, 1500 GPM, Single Stage		1
264	0004481	Seal, Grafoil, Waterous		1
265	0559769	Trans, Pump, Waterous C20 Series		1
266	0635600	Pumping Mode, Stationary Only		1
267	0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous		1
268	0003148	Transmission Lock-up, EVS		1
269	0004547	Auxiliary Cooling System		1

Line	Option	Type	Option Description	Qty
270	0014486		Not Required, Transfer Valve, Single Stage Pump	1
271	0777650		Valve, Relief Intake, Akron	1
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
272	0721609		Controller, Pressure, Pierce LCD, Custom Chassis	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - Pressure Setting	
273	0072153		Primer, Trident, Air Prime, Air Operated	1
274	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
275	0648463		Pump Test, Third Party, Rated at Special Elevation	1
			Flow Rate - 1500 GPM	
			Elevation - 8500'	
276	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
277	0795135		Plumbing, Stainless Steel, w/Foam System	1
278	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
279	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
280	0084610		Valves, Akron 8000 series- All	1
281	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
282	0004700		Control, Inlet, at Valve	1
283	0004660		Inlet (1), Left Side, 2.50"	1
284	0029147		Not Required, Inlet, Right Side	1
285	0092569		No Rear Inlet (Large Dia) Requested	1
286	0064116		No Rear Inlet Actuation Required	1
287	0092696		Not Required, Cap, Rear Inlet	1
288	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
289	0586174		Provision, Front Inlet	1
290	0092568		No Rear Auxiliary Inlet Requested	1
291	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
292	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
293	0004905		Outlet, Tank Fill, 1.50"	1
294	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
295	0004940		Outlet, Left Side, 2.50"	1
			Qty, Discharges - 01	
296	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
297	0092570		Not Required, Outlets, Left Side Additional	1
298	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
299	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
300	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
301	0092571		Not Required, Outlets, Right Side Additional	1
302	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
303	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
304	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
305	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
306	0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
307	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
308	0092574		Not Required, Outlet, Rear, Additional	1
309	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
310	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
311	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
312	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
313	0090927		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18	1
314	0000000	STF	Monitor, TFT Xfire XFT-NJ Monitor Top (Top only, no base) FRFA	1
			Monitor Finish - Painted by OEM	

Line	Option	Type	Option Description	Qty
315	0723726		Speedlay Module Not Required	1
316	0722432		Hose Restraint Not Required, No Speedlay Module	1
317	0723395		Speedlays, Not Required	1
318	0723394		Speedlays, Not Required	1
319	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
320	0090442		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	1
321	0748513	SP	Hose Restraint, Crosslay/Deadlay, Vinyl, Each Side and Top	3
			Color, Vinyl Cover - a) red	
			Qty, - 03	
			Type of fastener - seat belt buckle	
			Type of fastener, Front - lift a dot - Front Hosebed	
322	0029260		Not Required, Speedlays	1
323	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
324	0019853		Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	1
325	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Center, Rear Outlet Left	
			Side, Crosslay Front, Crosslay Center and Crosslay Rear	
326	0012126		Not Required, CAF Compressor	1
327	0592527		Refill, Foam Tank, Integral, Husky 3	1
328	0031896		Demonstration, Foam System, Dealer Provided	1
329	0005446		Foam Cell, 20 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
330	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
331	0091079		Not Required, Foam Tank #2	1
332	0091112		Not Required, Foam Tank #2 Drain	1
333	0738072		Approval Dwg, Pump Panel(s), Not Required	1
334	0032479		Pump Panel Configuration, Control Zone	1
335	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
336	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
337	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
338	0586382		Gauges, Engine, Included With Pressure Controller	1
339	0005601		Throttle, Engine, Incl'd w/Press Controller	1
340	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
341	0549333		Indicators, Engine, Included with Pressure Controller	1
342	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
343	0069390		Control, Air Horn At Pmp Pnl, Red Button	1
344	0692286		Cold Climate Package, Pump House, Level 2	1
345	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
346	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
347	0757359		Gauge, Water Level, Class 1, Remote Module Driver	1
			Activation, Water Level G - pg) pump in gear	
348	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
349	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
350	0593161		Light Shield, S/S LED	1
351	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
352	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
353	0757092		Control, Air Horn, Multi Select	1
354	0757084		Control, Air Horn, Horn Ring	1
355	0723391		Control, Air Horn, Chrome Push Button Sw, RS	1
356	0534828		Siren, WIn 295SL101, 100 or 200W Removable Mic	1
357	0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR	1
			Location, Electronic Siren - switch panel # 8	
358	0076156		Control, Elec Siren, Head Only	1

Line	Option	Type	Option Description	Qty
359	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
360	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
361	0895310		Siren, Federal Q2B Finish, Q2B Siren - Chrome	1
362	0006095		Siren, Mechanical, Mounted Above Deckplate Location, Siren, Mech - a) Left	1
363	0748305		Control, Mech Siren, Multi Select	1
364	0748282		Control Mech Siren, Ft Sw LS	1
365	0731979		Control Mech Siren, Push Button Sw, Chrome, RS	1
366	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
367	0897455		Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, Lower Sw Pnl, Mux	1
368	0734625		Control, Warning Lt Intensity, WIn, Photocell, Prk Brk	1
369	0740422	SP	Lightbar, WIn, Freedom IV-Q, 72", RRWRRR____RRRWRR, Lw Int Filter, Whl Freedom Ltbrs - No Filters	1
370	0016380		No Additional Lights Req'd, Side Zone Upper	1
371	0745392		Lights, Front Zone, WIn M6** LED, in Common Bzl, Lw Int Color, Lens, LED's - c)clear Color, Lt DS Front - Red Color, Lt PS Front - Red	1
372	0063971		Daytime Running Lights, Headlights, AXT/Saber/Enforcer (Low Beam)	1
373	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
374	0740512		Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6lts, Lw Int Location, Lights Front Side - b)each side bumper Color, Lens, LED's - Clear Location, Lights Mid Side - Rearward of Crew Cab Doors Location, Lights Rear Side - Over Rear Wheels Color, Trim - Chrome Trim Color, Lt Side Front, DS - Red Color, Lt Side Front, PS - Red Color, Lt Side Mid DS - Red Color, Lt Side Mid PS - Red Color, Lt Side Rear PS - Red Color, Lt Side Rear DS - Red	1
375	0889433		Lights, Side, WIn M9** LED, Lw Int 1st Location, Lights - front body corner, one each side of truck Qty, - 02 Color, Lights, Warning - Red Flashing Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
376	0746425		Lights, Rear Zn Lwr, WIn M6*, For Tail Lt Housing, Lw Int Color, Lens, LED's - Clear Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
377	0728930	SP	Lights, Rear, WIn M9** LED, Lw Int Color, Light - ae) red Location, Rear Lights - Above taillights Qty, - 02 Control, Light - c) rear lower warning Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
378	0888061	SP	Lights, Rear/Side Up Zone, WIn M9** M9** M9** M9** 4lts, Lw Int. Color, Lens, LED's - Clear Color, Lt, Side Rear Upper DS - Red Color, Lt, Side Rear Upper PS - Red Color, Lt, Rear Upper DS - Red Color, Lt, Rear Upper PS - Red Color, Trim - Chrome Trim	1
379	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
380	0026813		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch Compts, Pumper	1
381	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Not Connected	1
382	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1

Line	Option	Type	Option Description	Qty
383	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
384	0889936	SP	Light Twr, W-B Pow NS3.0-500 WB, 4-XL 200 Lts, 12VDC to 24VDC Cnv Lts Cld 10'	1
			Color, Tower, Wlb - White Paint	
385	0664472		Location, Light Tower, Crew Cab Roof	1
386	0617750		Controller, Lt Twr, W-B, Wired Hndhld, E-STOP Chf, Chf Pr, Pow Pr	1
387	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
388	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	1
			Qty, - 01	
			Location 1 - center back wall of EMS cabinet, next the 10 place 12Volt buss bar	
			AC Power Source - Shoreline to Inverter Internal Transfer Sw	
			Cover, Receptacle - Interior, Flip Up Duplex Cover(s)	
389	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
			Qty, - 01	
			Location 1 - body compartment TBD	
			AC Power Source - Shoreline to Inverter Internal Transfer Sw	
			Cover, Receptacle - Interior, Flip Up Duplex Cover	
390	0006790		Receptacle, 20A 120V 3-Pr 3-Wr TL, L5-20R Wtrprf	2
			Qty, - 02	
			AC Power Source - Inverter	
			Location, Receptacle(s) - Left Rear Fender and Right Rear Fender	
391	0519934		Not Required, Brand, Hydraulic Tool System	1
392	0649753		Not Required, PTO Driven Hydraulic Tool System	1
393	0649736		Not Required, Hydraulic Tools	1
394	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
395	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
396	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
397	0027023		No Strainer Required	1
398	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
399	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
400	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
401	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
402	0741569		Paint Process / Environmental Requirements, Appleton	1
403	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
404	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
405	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
406	0693797		No Paint Required, Aluminum Front Wheels	1
407	0693792		No Paint Required, Aluminum Rear Wheels	1
408	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
409	0007230		Compartment, Painted, Spatter Gray	1
410	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
411	0680703		Reflective Stripe Across Cab Face	1
412	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
413	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
414	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
415	0027372		Lettering Specifications, (GOLD STAR Process)	1
416	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	

Line	Option	Type	Option Description	Qty
417	0686229		Lettering, Gold Leaf, 6.00", Each	16
			Qty, Lettering - 16	
			Outline, Lettering - Outline and Shade	
418	0684183		Emblem, Maltese Cross, Reflective, 18"-20", Pair	1
			Qty, - 01	
			Location, Emblem - TBD	
419	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
419	0000000	STF	TFT MST-4NJ Stacked Tips and TFT XF-SS10 Stream Straightner FRFA	1
419	0000000	STF	Inspection trip #1 - when - number of people	4
			Location - Appleton, WI	
			Qty, - 04	
420	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
421	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
422	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
423	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
424	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
425	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
426	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
427	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
428	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
429	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
430	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
431	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
432	0695416		Warranty, Pierce Camera System, WA0188	1
433	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
434	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
435	0685945		Warranty, Transmission Cooler, WA0216	1
436	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
437	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
438	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
439	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
440	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
441	0657990		Warranty, Foam System, Husky 3, WA0231	1
442	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
443	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
444	0683627		Certification, Vehicle Stability, CD0156	1
445	0736243		Certification, Engine Installation, Enforcer, Cummins X12, 2021, CD0170	1
446	0686786		Certification, Power Steering, CD0098	1
447	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
448	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
449	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
450	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
451	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
452	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
453	0545073		Amp Draw Report, NFPA Current Edition	1
454	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
455	0799247		Appleton/Florida Stock Unit	1
456	0000018		PUMPER, 2ND GEN	1
457	0000012		PIERCE CHASSIS	1
458	0004713		ENGINE, OTHER	1
459	0046396		EVS 4000 Series TRANSMISSION	1
460	0020011		WATEROUS PUMP	1
461	0020009		POLY TANK	1
462	0028048		FOAM SYSTEM	1
463	0020006		SIDE CONTROL	1
464	0020007		AKRON VALVES	1
465	0020015		ABS SYSTEM	1
466	0658751		PUMPER BASE	1



Electrical Analysis

1/4/2023

Bid #: 1238
Desc: Enforcer 70" Cab 750 Water Low Hosebed w/Hatch
 Compt's (FT) 39702
Customer: Black Hawk, City of
Option: Electrical Power/Signal Protection & Control, Enforcer

Job #:
Sales Rep: Byrne, Jason
Organization: Front Range Fire Apparatus, Ltd
Type: Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0002526	Light, Engine Compt, All Custom Chassis		0.00	1.60	0.00
0009429	Electric Power Only, Portable Winch		0.00	4.00	0.00
0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt		0.00	0.00	1.00
0069390	Control, Air Horn At Pmp Pnl, Red Button		0.00	0.16	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.01	0.00
0079166	Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud		0.00	3.00	0.00
0543751	Light, Do Not Move Apparatus		0.00	0.80	0.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0583824	Light, Pump Compt, WIn 3SC0CDCR LED White		0.00	0.36	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0593760	ESC/ABS/ATC Wabco Brake System, Single Rear Axle, 2010		0.00	6.00	0.00
0598394	Wiring, Spare, 30 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025		0.00	0.00	90.00
0602637	Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016		0.00	0.50	0.00
0624939	Foam Sys, Husky 3, Single Agent, Multi Select Feature		0.00	55.00	0.00
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber		0.00	26.00	0.00
0644201	Cab Lift, Elec/Hyd, Saber FR/Enforcer		0.00	180.00	0.00
0653533	Camera, Pierce, 7" LCD, Rear Camera Only		0.00	1.20	0.00
0653937	Flasher, Headlight Alternating		0.00	0.08	0.00
0654530	Switch, Instrument Panel, Blackout		0.00	0.00	1.00
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0692286	Cold Climate Package, Pump House, Level 2		0.00	0.00	8.97
0728930	Lights, Rear, WIn M9** LED, Lw Int		0.00	1.80	1.20
0733247	Lights, Rear Scene, HiViz FT-GESM*, Surface Mt		0.00	0.00	12.00
0735836	Light, Roof Mt, HiViz, FT-B-46-*, Cnt Feature		0.00	0.00	15.00
0768376	Lights, Walk Surf, FRP Flood, LED, Qty, Loc Fet		0.00	0.00	0.00
0781453	Lights, Side Scene, HiViz FT-GESM LED 2nd		0.00	0.00	20.82
0781457	Lights, Side Scene, HiViz FT-GESM LED 1st		0.00	0.00	20.82
0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st		0.00	0.00	2.50
0802935	Light, Directional, WIn M62T* LED, Cmn Bzl, Above Headlights,		0.00	1.50	0.00
0806466	Lights, Backup, WIn M62BU, LED, For Tail Lt Housing		0.00	3.20	0.00
0807628	Intercom, David Clark, 5-Pos, 3-Radio, (D,O,RPTT), 2obC, (P,		0.00	0.00	0.50
0889433	Lights, Side, WIn M9** LED, Lw Int 1st		0.00	3.60	2.40
0889936	Light Twr, W-B Pow NS3.0-500 WB, 4-XL 200 Lts, 12VDC to		0.00	0.00	48.00
0895310	Siren, Federal Q2B		0.00	100.00	0.00
0722696	HVAC, Enforcer, CARE	Load Managed	0.00	0.00	100.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0013671	Compt, Rear, Rollup, 30.75" FF, 25.88" D	NFPA	0.90	0.00	0.90
0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0063658	RS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0534828	Siren, WIn 295SL101, 100 or 200W Removable Mic	NFPA	0.80	7.20	0.00
0556360	Lights, Step, P25 LED 4lts, Pump Pnl Sw	NFPA	1.00	0.00	0.00
0586382	Gauges, Engine, Included With Pressure Controller	NFPA	0.30	0.00	0.00
0593161	Light Shield, S/S LED	NFPA	3.00	0.00	0.00
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	NFPA	1.00	0.00	0.00
0610240	Vehicle Data Recorder w/Seat Belt Monitor	NFPA	0.50	0.00	0.00
0618791	DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air	NFPA	0.60	11.40	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

1/4/2023

Bid #: 1238

Job #:

Desc: Enforcer 70" Cab 750 Water Low Hosebed w/Hatch
Compt's (FT) 39702

Sales Rep: Byrne, Jason

Customer: Black Hawk, City of

Organization: Front Range Fire Apparatus, Ltd

Option: Electrical Power/Signal Protection & Control, Enforcer

Type: Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	NFPA	1.75	0.00	0.00
0644176	Load Manager, Integrated In Electrical System, Saber FR/Enforcer	NFPA	0.56	0.56	0.00
0644187	Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	NFPA	1.26	0.00	0.00
0644228	Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame,	NFPA	7.81	0.00	0.00
0645869	Lights, Hose Bed, Sides, WIn 01-066D068-00 Blk Trim LED, 1.87"	NFPA	4.80	0.00	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00
0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber	NFPA	0.35	0.00	0.00
0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29	NFPA	0.80	0.00	0.00
0648332	Cab, Enforcer, 7010	NFPA	6.80	10.20	0.00
0721609	Controller, Pressure, Pierce LCD, Custom Chassis	NFPA	1.70	0.00	0.00
0727110	Charger, Sngl Sys, Ksml, 091-263-12-1500, Inv Charger, 1125	NFPA	146.48	0.00	0.00
0732757	Hatch, (2) Liftup, Pumper, 2nd	NFPA	1.80	0.00	1.80
0733219	Lights, Hatch Compt, 42", LED, Light Strips, 2-Sides 4 Dr	NFPA	0.84	0.84	0.00
0736410	Engine, Cummins X12, 500 hp, 1700 lb-ft, W/OBD, EPA 2021,	NFPA	10.00	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0739915	Hatch, (2) Liftup, Pumper	NFPA	1.80	0.00	1.80
0740422	Lightbar, WIn, Freedom IV-Q, 72", RRWRRR____RRRWRR, Lw	NFPA	6.48	2.48	7.44
0740512	Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6lts, Lw Int	NFPA	5.52	8.28	0.00
0745392	Lights, Front Zone, WIn M6** LED, in Common Bzl, Lw Int	NFPA	1.80	2.70	0.00
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	NFPA	0.10	0.00	0.00
0746425	Lights, Rear Zn Lwr, WIn M6*, For Tail Lt Housing, Lw Int	NFPA	1.80	2.70	0.00
0750438	Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	NFPA	1.60	0.00	0.00
0757359	Gauge, Water Level, Class 1, Remote Module Driver	NFPA	1.23	0.00	0.00
0769420	Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	NFPA	1.20	0.00	0.00
0769572	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	NFPA	0.58	0.00	0.00
0770056	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear	NFPA	0.60	0.00	0.00
0783157	Headlights, Rect LED, JW Spkr Evo 2, Heat,	NFPA	6.60	6.60	0.00
0783479	Cabinet, Forward Facing, Center, 38.50 W x 50 H x 28 D, Roll,	NFPA	0.50	0.50	0.00
0791528	Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	NFPA	0.60	1.20	0.00
0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics,	NFPA	2.00	2.00	0.00
0888061	Lights, Rear/Side Up Zone, WIn M9** M9** M9** M9** 4lts, Lw Int.	NFPA	4.80	7.20	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	NFPA	1.00	0.00	0.00
0754105	Alternator, 430 amp, Niehoff C681	S	0.00	0.00	0.00
Load Totals:			247.16	459.33	345.15

Note: Minimum Continuous Load is in "Blocking Right of Way" mode. (Reference current edition of NFPA 1901)

Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)

Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

Alternator Output at Idle: 290.00

Alternator Output at Governed Speed: 388.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

1/4/2023

Bid #: 1238

Desc: Enforcer 70" Cab 750 Water Low Hosebed w/Hatch
Compt's (FT) 39702

Customer: Black Hawk, City of

Option: Electrical Power/Signal Protection & Control, Enforcer

Job #:

Sales Rep: Byrne, Jason

Organization: Front Range Fire Apparatus, Ltd

Type: Hard Wired

Minimum Continuous Load	
Supply:	290.00
Demand:	247.16
Variance:	42.84

Total Connected Load	
Supply:	388.00
Demand:	492.31
Variance:	-104.31

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

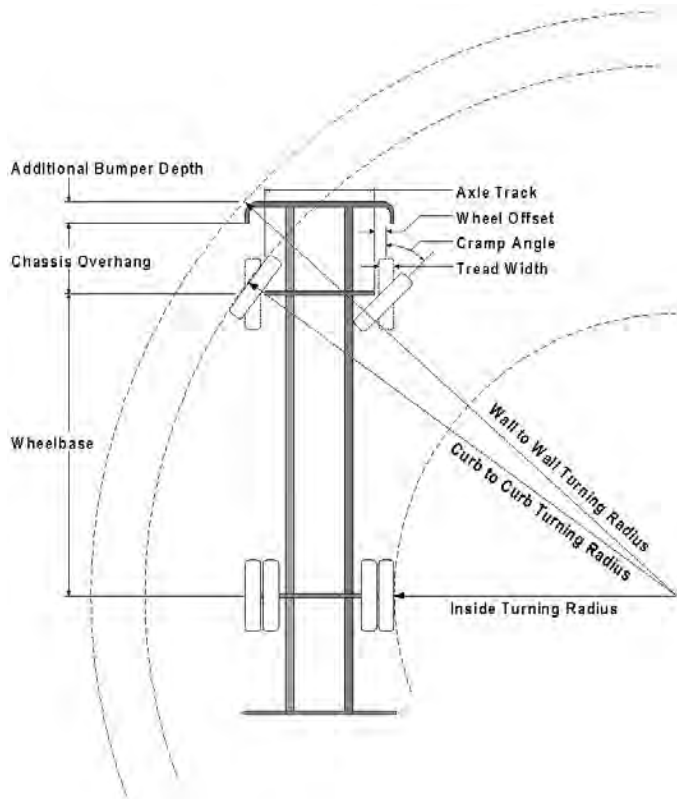


Turning Performance Analysis

01/04/2023

Bid Number: 1238
Department: Black Hawk, City of

Chassis: Enforcer Chassis
Body: Pumper, Medium, Aluminum, 2nd Gen



Parameters:

*Inside Cramp Angle:	45°
Axle Track:	86.17 in.
Wheel Offset:	3.12 in.
Tread Width:	12.4 in.
Chassis Overhang:	65.95 in.
Additional Bumper Depth:	19 in.
Front Overhang:	84.95 in.
Wheelbase:	187.5 in.

Calculated Turning Radii:

Inside Turn:	14 ft. 10 in.
Curb to curb:	28 ft. 5 in.
Wall to wall:	32 ft. 9 in.

Category	Option	Description
Bumpers	0606441	Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer
Wheels, Front	0019575	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot
Tires, Front	0582936	Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply
Axle, Front, Custom	0633906	Axle, Front, Oshkosh TAK-4, Non Drive, 18,000 lb, Enforcer

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.

PUMPER
BODY
Medium Aluminum 2nd Gen Pumper
CHASSIS
Enforcer Chassis



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.



Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel



exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL
OR CONSEQUENTIAL DAMAGES.**

* Airport operated crash trucks and fire department
operated trucks employed to respond to fires,
hazardous material releases, rescue and other
emergency-type situations.

** United States includes American Samoa, the
Commonwealth of Northern Mariana Islands, Guam,
Puerto Rico and the U.S. Virgin Islands.



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Bulletin 3381161
Printed in U.S.A. Rev. 08/09
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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

Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years -or- 30,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

6/29/2020 WA0384

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES



MERITOR





WARRANTY INFORMATION CONTENTS

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
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Notice:

Models or components that are approved for use by Meritor’s vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, 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 www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).



LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

■ Bulk Hauler	■ Flatbed	■ Livestock Hauler	■ Refrigerated Freight
■ Chip Hauler (Truck)*	■ General Freight	■ Moving Van	■ Tanker
■ Doubles	■ Grain Hauler	■ Pipe Hauler	■ Triples

* 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)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P ^{1,2}	MT-34-14X/P	MT-40-943
RT-46-160/P ^{1,2}	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P ^{1,2}	MT-40-14X/P	RZ-166 ²
RT-50-160/P ^{1,2}	MT-40-14X/P	RZ-188

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

¹ These models required for Chip Hauler and Linehaul warranty consideration.
² Each vehicle must have a Request for Application Recommendation (RAR) approved by 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.



LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ ²	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty ³	5/500/P&L

¹ Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

² Based on stamped wear diameter max.

³ Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXCDXXX

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems ¹	
Standard System ²	1/100/P&L
PreSet by Meritor ³	5/500/P&L
AxlePak ⁵	5P/L
AxlePak ⁷	7P/L

¹ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

² When installed by Meritor.

³ Requires approved hubcap stating PreSet by Meritor on hubcap face.

⁴ When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

⁵ When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles¹

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L
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¹ For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L
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Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) ¹	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty ²	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/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/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

¹ Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

² “Curbing damage” is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, 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 transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.



GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

■ Auto Hauler	■ Intercity Coach	■ Pipe Hauler	■ Tanker Trailer
■ Beverage Truck	■ Intermodal Chassis	■ Platform Auto Hauler	■ Tour Bus
■ Chip Hauler	■ Livestock Hauler	■ Rear Engine Integral Coach	■ Wrecker
■ Cross Country Coach	■ Meat Packer	■ Recreational Vehicles	
■ Flatbed	■ Moving Van	■ Refrigerated Freight	
■ Front Engine Commercial Chassis	■ Municipal Truck	■ School Bus	
■ Front Engine Integral Coach	■ Newspaper Delivery	■ Stake Truck	
■ General Freight	■ Pick-Up and Delivery	■ Tanker	

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FF-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946 ¹	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

¹ Can also be used with reduced steer angles in tag position in Coach Applications.

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162 ¹	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165 ¹	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

¹ 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185 ¹
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185 ¹	RZ-188

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by 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-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Transmission – 1/Unl/P&L

516	FAT 30
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PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190



GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P ³	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ ³	2/200/P&L
ASA	3/Unl/P
ASA ³	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™ ²	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

¹ Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

² Based on stamped wear diameter max.

³ Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets ¹	5/Unl/P, 1/Unl/L
Wheel End Systems ²	
Standard System ³	1/Unl/P&L
AxlePak5 ⁴	5/P&L
AxlePak7 ⁵	7/P&L

¹ 9000 Series is 3/Unl/P, 1/Unl/L

² Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

³ When installed by Meritor.

⁴ When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

⁵ When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems ¹	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

¹ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) ¹	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty ²	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 Air 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	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
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 ³	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

¹ Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

² "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, 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 transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

³ Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets ¹	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)

¹ 3/Unl/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L
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HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

- | | | | |
|---------------------------------------|----------------------------------|----------------------------------|-------------------------------|
| ■ Airport Rescue Fire Fighting (ARFF) | ■ Dump | ■ Michigan Special Steel Hauler | ■ Steel Hauling |
| ■ Airport Shuttle* | ■ Equipment Hauling | ■ Michigan Special Waste Vehicle | ■ Tanker |
| ■ Asphalt Truck | ■ Flatbed Trailer Hauler | ■ Municipal Dump | ■ Tank Truck |
| ■ Block Truck | ■ Flatbed Truck | ■ Rear Loader (Refuse) | ■ Tractors with Pole Trailers |
| ■ Bottom Dump Trailer Combination | ■ Fracturing Truck | ■ Recycling Truck | ■ Tractor/Trailer with Jeeps |
| ■ Cementing Vehicle | ■ Front Loader | ■ Residential Pick-Up (Refuse) | ■ Transfer Dump |
| ■ Commercial Pick-Up | ■ Geophysical Exploration | ■ Rigging Truck | ■ Transfer Vehicle |
| ■ Concrete Pumper | ■ Hopper Trailer Combinations | ■ Roll-Off | ■ Utility Truck |
| ■ Construction Material Hauler | ■ Landscaping Truck | ■ Scrap Truck | ■ Winch Truck |
| ■ Mixer | ■ Liquid Waste Hauler | ■ Semi-End Dump | |
| ■ Demolition | ■ Log Hauling | ■ Sewer/Septic Vacuum | |
| ■ Drill Rig | ■ Lowboy | ■ Shuttle Bus* | |
| | ■ Michigan Special Gravel Trains | ■ Side Loader | |
| | ■ Michigan Special Log Hauler | ■ Snowplow/Snowblower | |

*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)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

516
FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

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HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	RT-44-145/P	RT-52-185/380 ^{1,2}	MT-70-380
RT-34-144/P/A	RT-46-169	MT-58-616	RZ-188
MT-40-14X/P	RT-58-160	MT-58-616-SP	
RT-40-145/A	MT-52-616	RT-58-185/380 ^{1,2}	
MT-44-14X/P	MT-52-616-SP	RT-70-380	

¹ Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

² Each vehicle must have a Request for Application Recommendation (RAR) approved by 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.

Brake Components

Cam P	3/Unl/P
Cam P ³	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ ²	2/100/P&L
ASA	3/Unl/P
ASA ²	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

¹ Based on stamped wear diameter max.

² Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

³ Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A ³
RT-46-160/P/A ^{1,3}
RT-46-164EH/P/A ^{2,3}
RT-50-160/P/A ³
RZ-166

¹ U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

² Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

³ Each vehicle must have a Request for Application Recommendation (RAR) approved by 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.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L
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Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components ¹	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings ¹	5/Unl/P, 3/Unl/L

¹ Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Trailer Axles

Beam and Brackets ¹	5/Unl/P, 1/Unl/L
Wheel End Systems ²	
Standard System ³	1/Unl/P&L

¹ 9000 Series is 3/Unl/P, 1/Unl/L.

² Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

³ When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3118-CV (358)	MTC-3209-GV (RTC-60/420)
MTC-4210	MTC-3120-FV (TC-143)	MTC-3209-GV (RTC-60/380)
MTC-4208	MTC-3124 (T-2119)	MTC-3209-GV (MTC-60/420)
MTC-4206-FV (TC-38)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (MTC-60/380)
MTC-3106-FV (TC-137)	MTC-3205-GV (MTC-25/350)	MTC-3212-CV (315 & 548B)
MTC-3111 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3312-FV (TC-270)
MTC-3112-CV (529 & 548C)	MTC-3206-FV (TC-237)	MTC-3220-FC (TC-142)
MTC-3116 (T-2111)	MTC-3206-CS (544)	MTC-2212-CV (306)
MTC-3118-FV (TC-180 & TC-180-23)	MTC-3208-GV (RTC-50)	



FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- 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 Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

¹ 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185 ¹
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185 ¹
MT-44-14X/P	RT-50-160/P	MT-70-380

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by 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.

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™	2/Unl/P&L

¹ Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)



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 Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946 MFS-12-155
FH-941¹ MFS-13-155

¹ Commuter coach only – 2/Unl/P&L

Drivelines

RPL 3/Unl/P, 1/Unl/L
92N 1/Unl/P&L
MXL 1/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160 79163 RS-21-160
RC-23-161 RC-23-162¹
71163 RC-23-165¹

¹ Commuter coach only – 2/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Brake Components

Cam Cast Plus™ 2/100/P&L
Q+ Drum Brake™¹ 2/100/P&L
ASA¹ 2/100/P
Hubs/Cast Drums and
Other Wheel-end
Components 1/Unl/P
All Other Brakes 1/Unl/P
EX+ Air Disc Brake 2/100/P&L

¹ Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

Center Non-drive Axles – 5/300/P&L

MC-26000
71063
79063



OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

■ Load-On/Load-Off	■ Yard Jockey	■ Specialized Mining	■ Rail Car Mover
■ Port Tractor	■ All-Terrain Crane	■ Excavator	■ Loader
■ Rail Yard Spotter	■ Rough Terrain Crane	■ Compactor	■ Tow Tractor
■ Roll-On/Roll-Off	■ Forestry	■ Fertilizer Spreader	■ Pushback Tractor
■ Stevedoring Tractor	■ Material Handling	■ Snow Blower	
■ Trailer Spotter	■ Specialized Heavy Haul	■ Mining	

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 Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

Drivelines – 1/Unl/P

RPL MXL

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-ZO FAMILY

Brake Components

Cam P	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

Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	



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 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 Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, 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

King Pin Bushings.

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).

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 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 Meritor. If yoke is not installed by Meritor, then 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 Meritor.

Rear Axles

The 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.

Disc Brake

Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

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 Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.

To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the 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 Meritor directly. Failure to notify 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 Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to 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 Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact 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 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 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 Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to 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 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 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 Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.

This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.



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Litho in USA, SP-95155
Revised 1-19 (47865/11900)
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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WARRANTY - MODEL YEAR 2021 VEHICLES

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter ³	
Air Compressors (ALL) ²	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/UnI/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System) ³	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components ¹ (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer
- Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter ³	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve ³	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation³
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telehandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalpers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injector Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components ¹	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

WARRANTY - MODEL YEAR 2021 VEHICLES

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?

ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through

the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- (7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.
- (8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .
- (9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





**For further product details contact your distributor or the
WABCO Customer Care Center at 855-228-3203.**

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and \$3.4 billion (WABCO). For more information, visit: www.wabco-na.com



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	<p>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.</p> <p>This warranty does not apply to damage caused by corrosion.</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

Ten (10) Year Pro-Rated Paint and Corrosion

Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p>Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p>Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p>Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p>Corrosion Perforation 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

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship

Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to \$10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions: See Also Paragraphs 2 thru 4	<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>

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.



LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime



service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.



BULLETIN



TO: All Dealer Service Representatives

From: Kevin Hanegraaf

DATE: January 4, 2010

RE: UPF Tank Warranty Policy – Truck in Accident

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect.** This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity Apparatus Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	<p>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.</p> <p>This warranty does not apply to damage caused by corrosion.</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.



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-recommended applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
- (b) the repair of such product or part, or
- (c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	<p>Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.</p> <p>This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.</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 Foam System & Five (5) Year Material and Workmanship Control Head

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Limited warranty 1 year parts and labor for the foam system and 5 years parts and labor for the control head.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	One (1) Year & Five (5) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	<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>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p>Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p>Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p>Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p>Corrosion Perforation 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

Three (3) Year Material and Workmanship

Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Certification Document CD0156

Statement of Compliance to NFPA 1901-2016

Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.



4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

- (1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks*.
- (2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

VALIDATION TEST: Multiple Tests

Pierce Manufacturing, Inc.

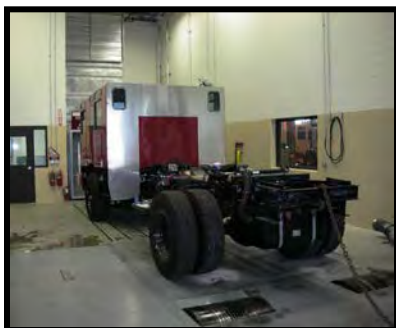
David W. Archer
Vice President of Engineering
June 1, 2017



Certification Document CD0170 Engine Installation – Enforcer GHG17 Cummins X12 Engine

Pierce Manufacturing, Inc. certifies that the GHG17 Cummins X12 Engine as installed in a Enforcer chassis meets the engine installation requirements of the engine manufacturer, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce engine design standards.

Validation testing was conducted in the Pierce wind tunnel chassis dynamometer and cooling test laboratory. Test results have been reviewed and accepted by representatives of the engine supplier.



July 22, 2020

Mr. Chad Radtke
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54913



Dear Chad:

We have reviewed the installation of the 2018 Cummins X12 engine in the Pierce Enforcer chassis and have found that the engine models listed below are installed in concurrence with our installation recommendations. Please notify us if there are any changes to the installation of these engines. If any changes are made, they must be reviewed and a new statement will be issued regarding concurrence.

Engine Models Reviewed:
X12 500
X12 455

Please let me know if you need any additional information.

Sincerely,

A handwritten signature in black ink, likely belonging to Michael Bartkowski.

Michael Bartkowski
General Sales Manager, OEM On-Highway

Pierce Manufacturing, Inc.

A handwritten signature in black ink, likely belonging to David W. Archer.

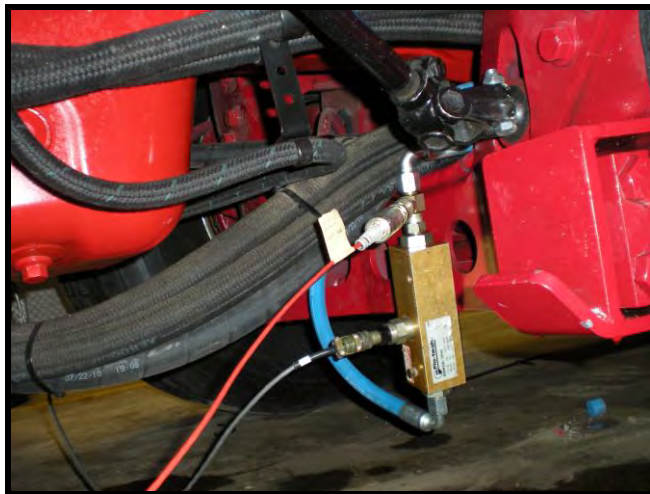
David W. Archer
Vice President of Engineering
June 5, 2020

Cummins Sales and Service
800 West Ryan Road
Oak Creek, WI 53154
Tel (414) 768-7400
Fax (414) 768-9441
salesandservice.cummins.com



Certification Document CD0098 Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.



VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer".

David W. Archer
Director of Engineering
June 03, 2011



Certification Document CD0130 Saber® FR - Enforcer™ Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Saber® FR – Enforcer™ cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,253 lb moving barrier was slammed into the side of the cab at 5.25 mph, striking with an impact of 13,000 ft-lbs of energy. This test is not required to meet the ECE 29 standard, but is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a roll-over incident.



Frontal Impact: The test cab was struck by the 14,253 lb moving barrier at a speed sufficient to impart the required 32,549 ft-lbs of energy.



Roof Crush: This same test cab was then subjected to a roof crush force of 24,453 lbs. This value meets the ECE 29 criteria, which must be equivalent to the front axle rating up to a maximum of 10 metric tons.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised, all doors remain shut, and the cab remained attached to the chassis frame in at least one location. The Pierce cab met all of the Performance Criteria requirements on all 3 integrity tests.

Witnessed and Certified by:

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



Certification Document CD0137
Saber®FR – Enforcer™
Cab Doors

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ cab doors.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 20 g's.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.

David Archer
November 18, 2014





Certification Document CD0132 Saber®FR – Enforcer™ Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Saber® FR –Enforcer™ Windshield Wiper System.

Specimens representing the configuration of the Saber® FR –Enforcer™ windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

VALIDATION TEST: RD2462

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering





Certification Document CD0133
Saber® FR – Enforcer™
Window Regulators

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ window regulators.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ window regulators have been successfully tested to meet the following objectives:

OBJECTIVES:

- Electric window regulators withstand 30,000 up-down cycles.

CONCLUSIONS:

- The electric window regulators withstood 30,000 cycles without failure.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering





Certification Document CD0134 Saber® FR – Enforcer™ Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Saber® FR – Enforcer™ cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Saber® FR – Enforcer™ Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

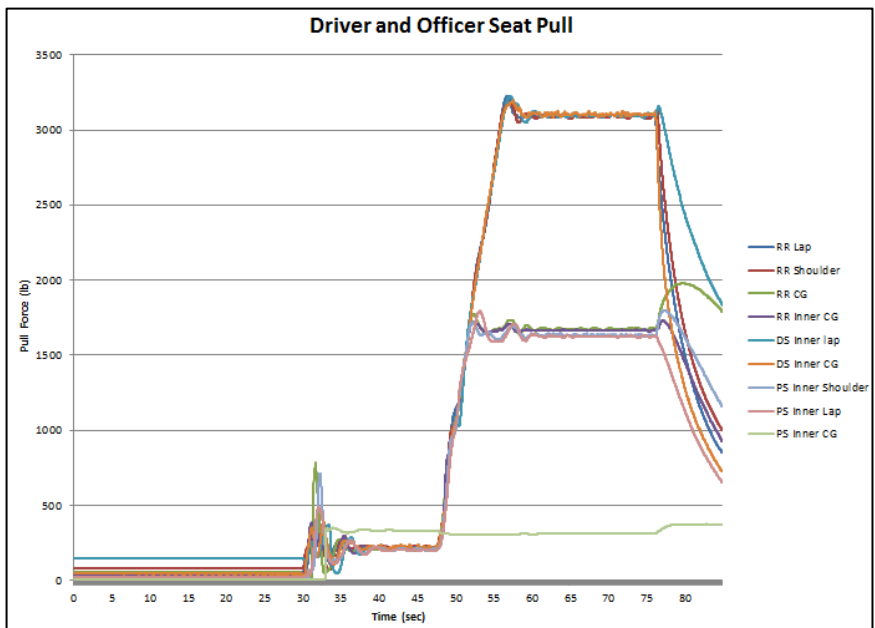
A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.

VALIDATION TESTS: RD2397

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering



PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



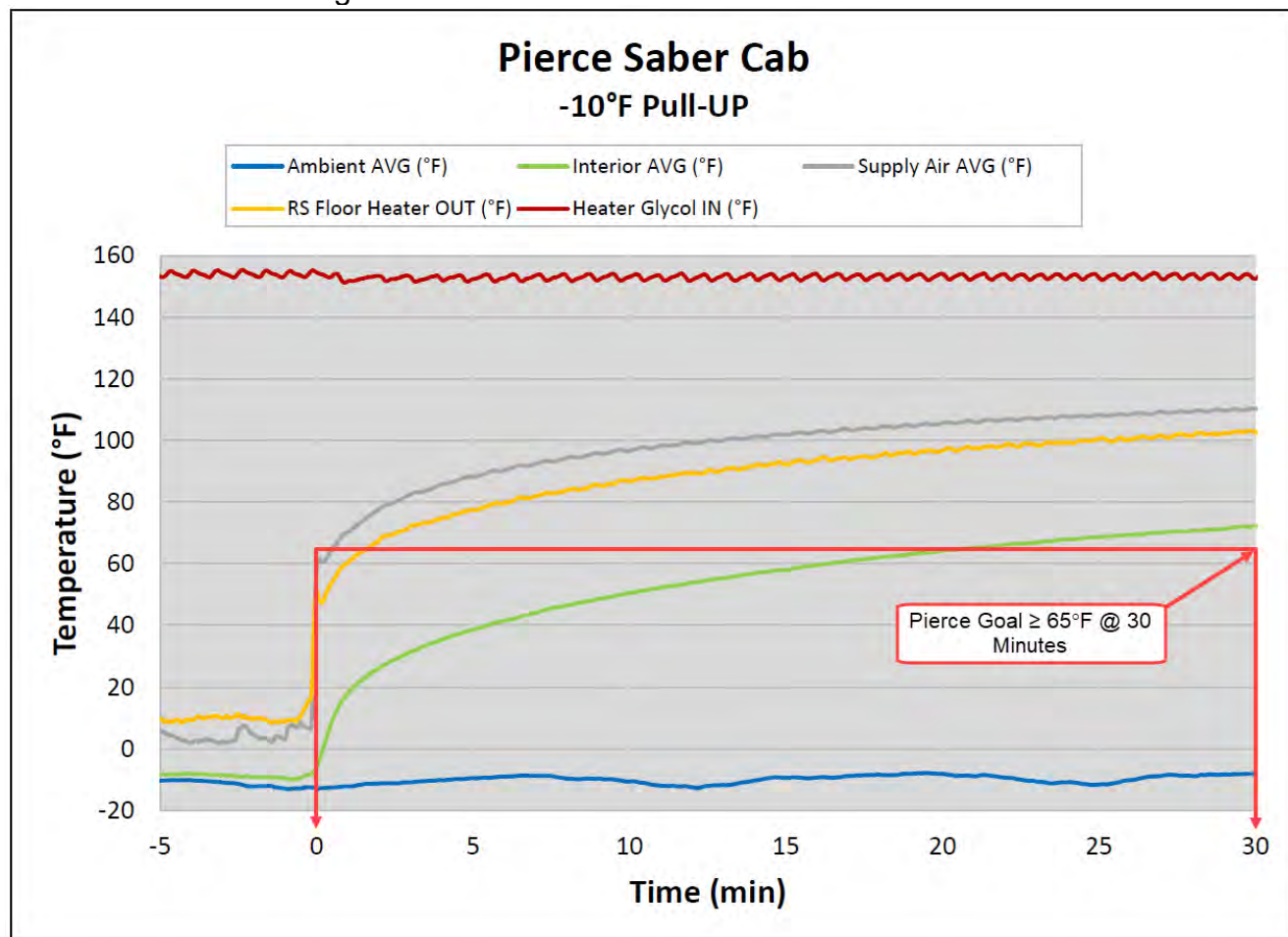
Certification Document CD0165

Saber® FR – Enforcer™ Cab Heater

Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3° F from -10° F to 72.3° F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10° F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer", written in a cursive style.

David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



Certification Document CD0167

Saber® FR - Enforcer™

Air Conditioning & Defrost

Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

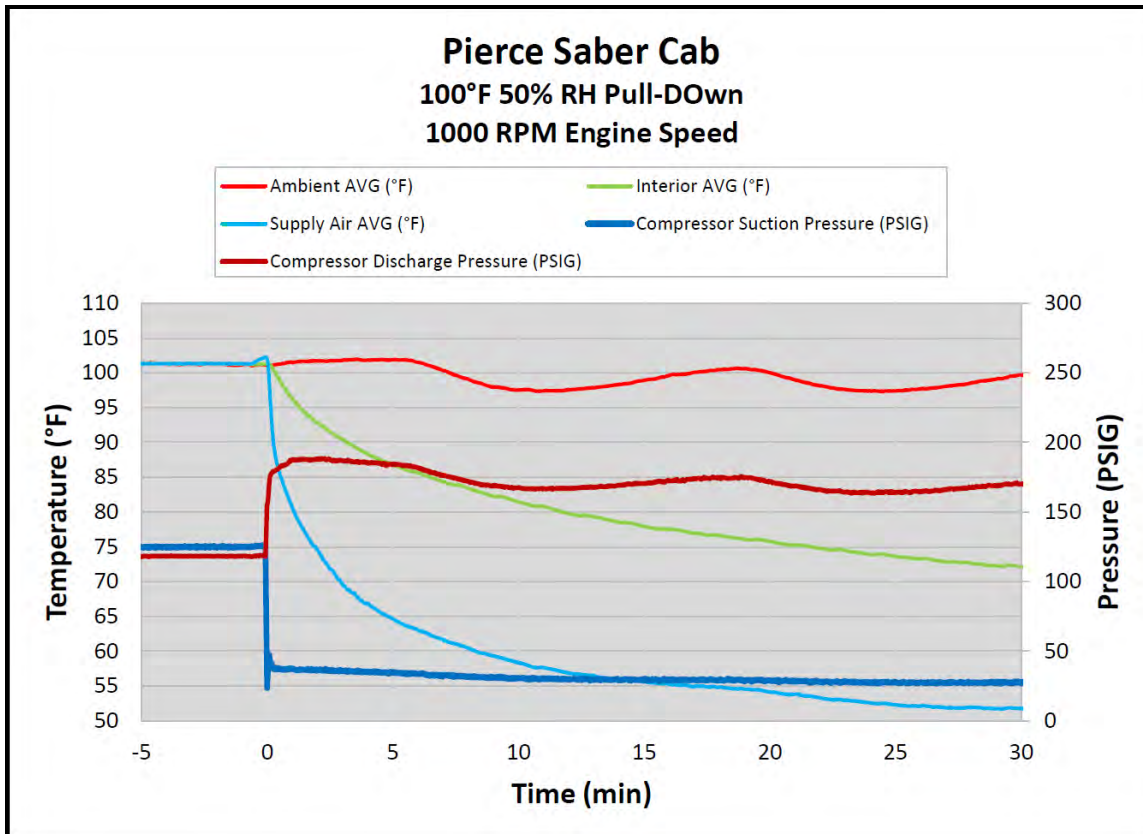
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor.

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

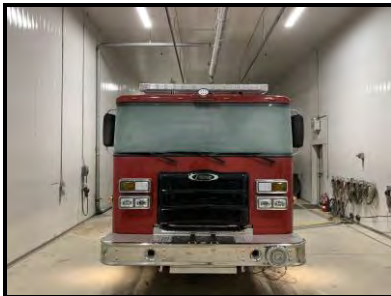
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles*.

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0° F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

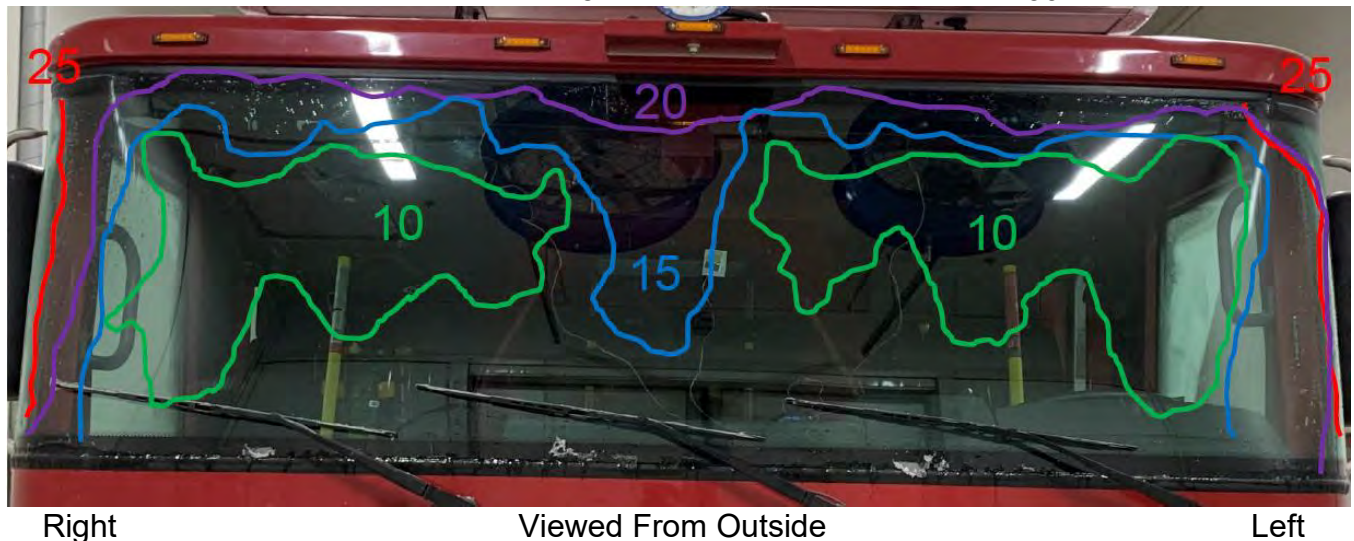
Defrost Results



Start of Test

15 Minutes

30 Minutes



VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer". The signature is fluid and cursive, with the first name "David" being more prominent.

David W. Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



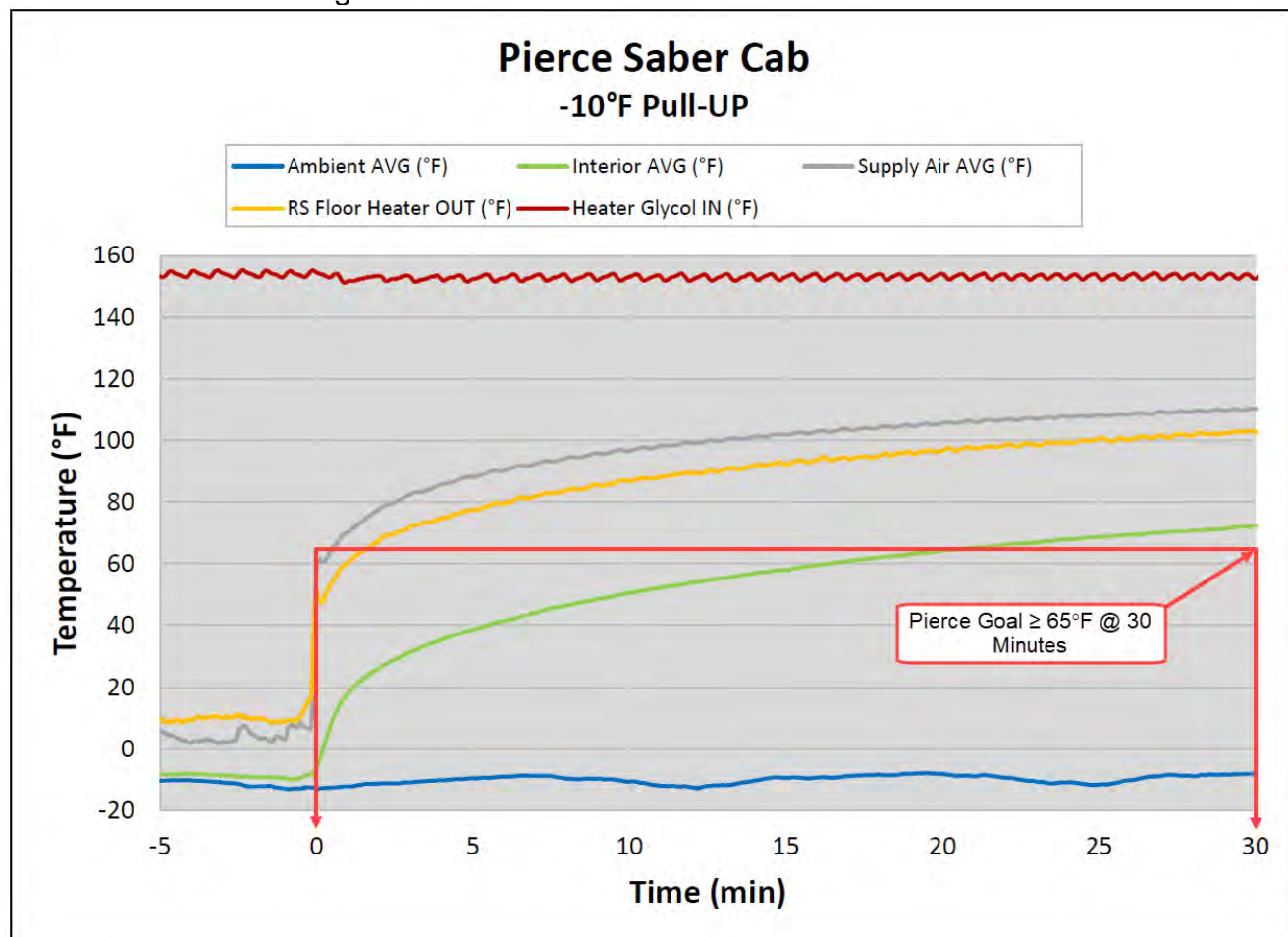
Certification Document CD0174

Saber® FR – Enforcer™ Cab Heater

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3° F from -10° F to 72.3° F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10° F during the duration of the test.



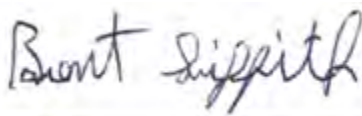
VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering

Mobile Climate Control, Inc.

A handwritten signature in black ink, appearing to read "Brent Griffith".

Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



Certification Document CD0175
Saber® FR - Enforcer™
Air Conditioning & Defrost

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

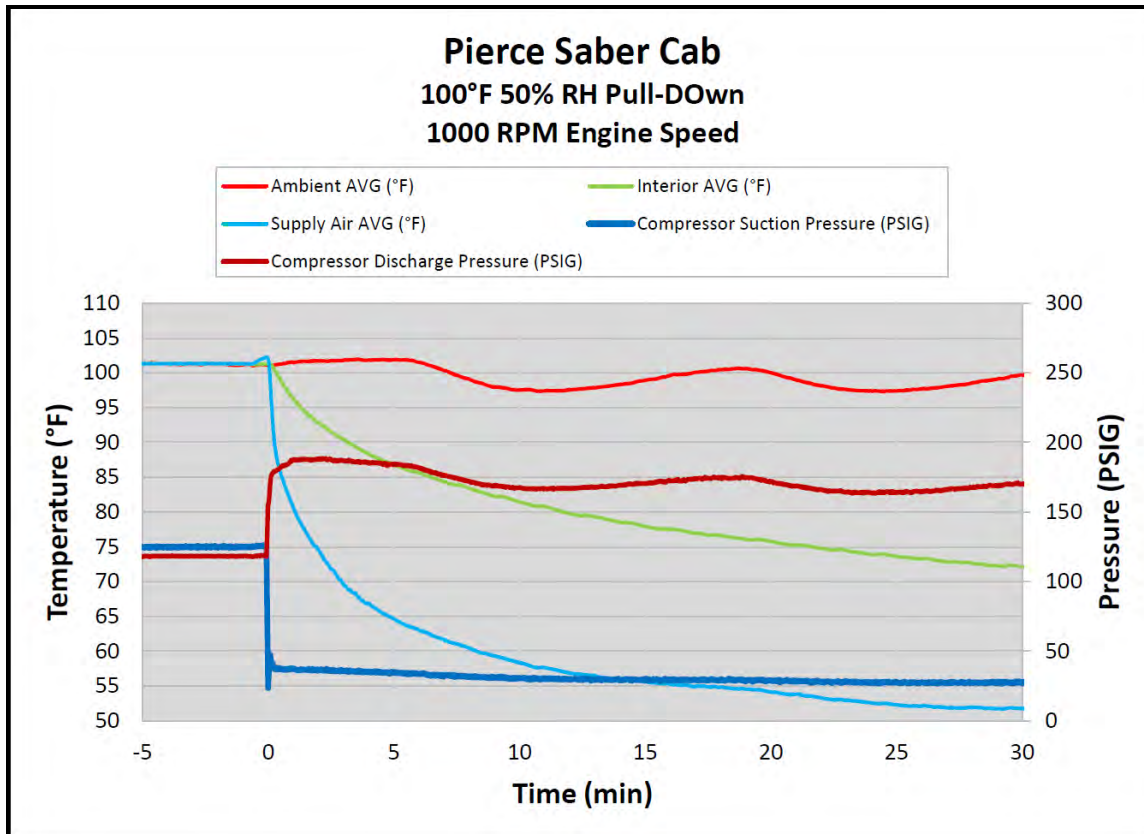
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

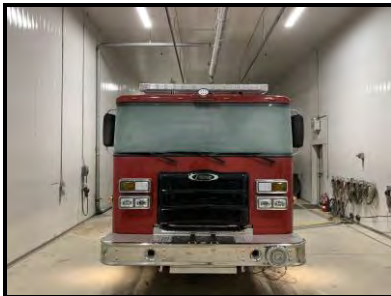
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During the test, the vehicle is cold soaked to 0° F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

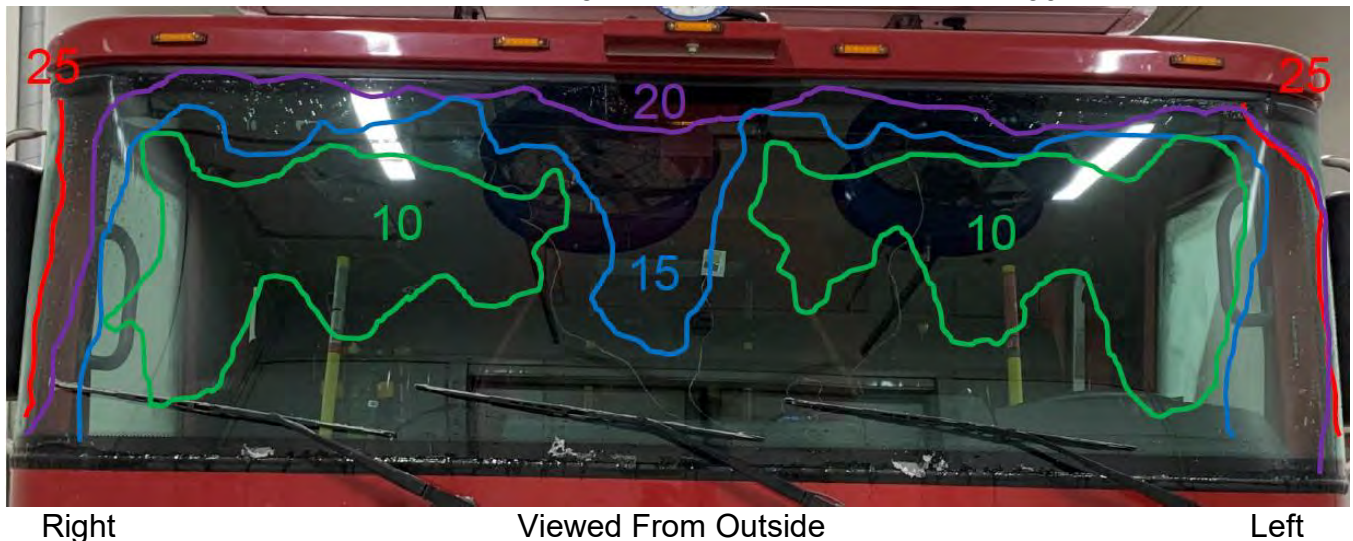
Defrost Results



Start of Test

15 Minutes

30 Minutes



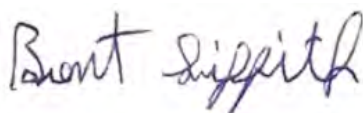
VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer".

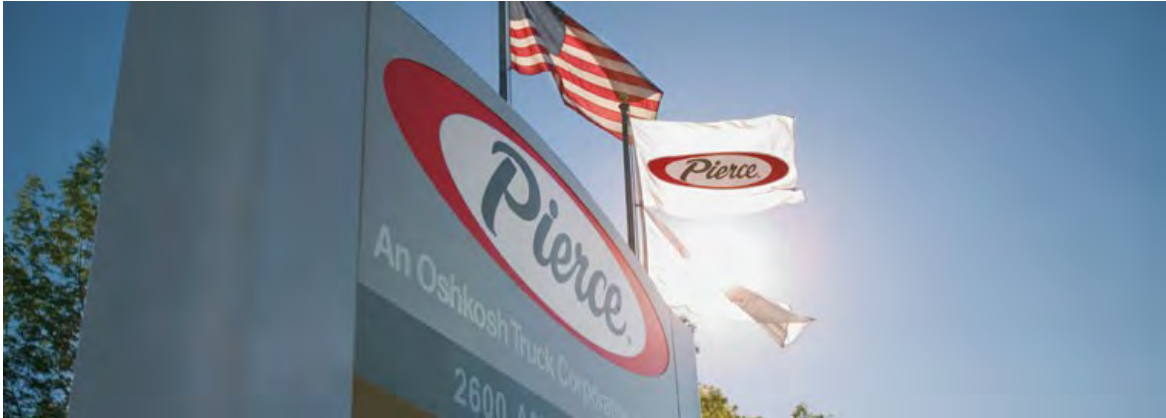
David W. Archer
Vice President of Engineering

Mobile Climate Control, Inc.

A handwritten signature in blue ink, appearing to read "Brent Griffith".

Brent Griffith
Lead Test Engineer & Large Application Specialist

Pierce Manufacturing



LICENSE



License #: 9233

This Certifies

Is duly licensed
as a motor vehicle/
powersports

PIERCE MANUFACTURING INC
Motor Vehicle Manufacturer

This license is issued under the provisions of Title 44, Article 20, Colorado Revised Statutes.

PIERCE MANUFACTURING INC
120 S Central Ave, Suite 350
Clayton MO 63105

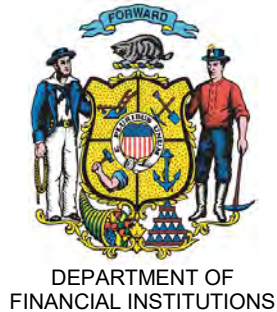
Display at place of business



Issued **11/01/2022**

Expires **10/31/2023**

MARK FERRANDINO
EXECUTIVE DIRECTOR
Department of Revenue



**STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES**



**MOTOR VEHICLE DEALER - RECREATIONAL VEHICLE DEALER
SALES FINANCE - MANUFACTURER - DISTRIBUTOR
LICENSE CERTIFICATE**

The person, firm or corporation whose name appears on this license has complied with the requirements of Wisconsin statutes and is hereby licensed to engage in business as a motor vehicle dealer sales finance company and / or as a motor vehicle dealer, recreational vehicle dealer, manufacturer, or distributor to sell, manufacture or distribute the makes of vehicles printed below.

This license and your license plates cannot be assigned or transferred.

If there is a change of ownership or if licensee discontinues business at this location this certificate and all dealer's license plates of the number shown hereon must be returned immediately for cancellation.

LICENSE NUMBER
MV-1308

MAKES
PIRC

BRANCH / SUBLOT

ISSUED
06/01/2022

EXPIRES
05/31/2024

PIERCE MANUFACTURING INC
2600 AMERICAN DR
APPLETON WI 54914-9010

Mailing addr exists 63105

MV1045 10/2008

POST IN A CONSPICUOUS PLACE

EVIDENCE OF LIABILITY INSURANCE		April 1, 2022
PRODUCER Hays Companies of WI 1200 N. Mayfair Road Suite 100 Milwaukee, WI 53226 Phone: 414-443-0000 Fax: 414-259-8448		THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE DOCUMENT HOLDER. THIS DOCUMENT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED OSHKOSH CORPORATION 1917 Four Wheel Drive Oshkosh, WI 54902		INSURERS AFFORDING COVERAGE INSURER A: National Fire & Marine Ins Co INSURER B: Twin City Fire Insurance Company INSURER C: Hartford Accident and Indemnity Company INSURER D: Hartford Fire Insurance Company INSURER E: Berkley National Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCL GARAGE LIABILITY	42-GLO-100190-08	April 1, 2022	April 1, 2023	EACH OCCURRENCE	USD 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	USD 500,000
					MED EXP (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	USD 1,000,000
					GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS-COMP/OP AGG	USD 1,000,000
D	AUTOMOBILE LIABILITY Any Auto (Symbol 1)	83 AB S68003	October 1, 2022	October 1, 2023	COMBINED SINGLE LIMIT (Ea Accident)	USD 1,000,000
A	UMBRELLA LIABILITY Occurrence Form	42-UMO-100191-08	April 1, 2022	April 1, 2023	EACH OCCURRENCE	USD 15,000,000
					AGGREGATE	USD 15,000,000
B C	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	83 WBR S68001 83 WN S68000	October 1, 2022 October 1, 2022	October 1, 2023 October 1, 2023	WORKERS COMPENSATION	WC STATUTORY LIMITS
					E.L. EACH ACCIDENT	USD 1,000,000
					E.L. DISEASE – EA EMPLOYEE	USD 1,000,000
					E.L. DISEASE – POLICY LIMIT	USD 1,000,000
D	GARAGEKEEPERS	83 AB S68003	October 1, 2022	October 1, 2023	Limit of Insurance	USD 1,000,000
E	EXCESS LIABILITY	CEX09600174-09	April 1, 2022	April 1, 2023	Each Occurrence/Aggregate	USD 25,000,000

ADDITIONAL INFORMATION

NAMED INSURED LISTING:

Oshkosh Corporation Oshkosh Airport Products, LLC Oshkosh Commercial Products, LLC Oshkosh Defense, LLC Oshkosh HD, LLC Oshkosh Logistics Corporation Oshkosh Manufacturing, LLC Iowa Mold Tooling Co., Inc. Iowa Contract Fabricators, Inc. JLG Industries, Inc. JLG Equipment Services, Inc. Frontline Communications, a Division of Pierce Manufacturing, Inc. Frontline Communications, a Division of Pierce Manufacturing, Inc.	Jerr-Dan Corporation Kewaunee Fabrications, LLC McNeilus Companies, Inc. McNeilus Financial, Inc. McNeilus Truck and Manufacturing, Inc. Viking Truck & Equipment Sales, Inc. McIntire Fabricators, Inc. Pierce Manufacturing Inc. Oshkosh Specialty Vehicles, a Division of Pierce Manufacturing, Inc. JLG Latino Americana Ltda. Pratt & Miller Engineering & Fabrication, LLC
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Pierce Manufacturing Inc.

is an entity formed or registered under the law of Wisconsin, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20091383883.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/24/2022 that have been posted, and by documents delivered to this office
electronically through 06/27/2022 @ 11:11:36.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 06/27/2022 @ 11:11:36 in accordance with applicable law.
This certificate is assigned Confirmation Number 14121548.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

United States of America
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that

PIERCE MANUFACTURING INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is April 7, 1917.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on December 2, 2010.

A handwritten signature in black ink, appearing to read 'Ray Allen'.

RAY ALLEN, Deputy Administrator
Division Of Corporate & Consumer Services
Department of Financial Institutions

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **85055-6E537865**



This is to certify that the Quality Management System of:

Pierce Manufacturing Inc., Florida Division

1512 38th Avenue East
Bradenton FL 34208
United States of America

applicable to:

The design and manufacture of fire and emergency apparatus.

has been assessed and approved by
National Quality Assurance, U.S.A., against the provisions of:

ISO 9001:2015

A handwritten signature in black ink, likely belonging to a representative of NQA, USA.

For and on behalf of NQA, USA



Certificate Number: 12619
EAC Code: 18
Certified Since: November 16, 2006
Valid Until: October 28, 2024
Reissued: October 29, 2021
Cycle Issued: October 29, 2021

Pierce Celebrates Its 100th Year in Business

Pierce Manufacturing, an Oshkosh Corporation (NYSE:OSK) company, and the leading U.S. manufacturer of fire and emergency vehicles, is celebrating its 100th Anniversary in 2013. Pierce is kicking off its yearlong commemoration by launching a special website section located at www.piercemfg.com/100thAnniversary. The site features an interactive historical timeline, a 100th Anniversary video, a photo contest, limited edition merchandise, and upcoming events.

"Pierce is a company with humble beginnings, a rich history, and an exciting future," said Jim Johnson, Oshkosh Corporation executive vice president and president of the Fire & Emergency segment and Pierce Manufacturing. "It is significant that only a small fraction of companies from any industry achieve the 100 year milestone. On behalf of Pierce employees, and all those who preceded us, we pledge an unwavering level of commitment to firefighters, and boldness in our thinking, as we look ahead to the next hundred years."

Founded in 1913 by Humphrey and Dudley Pierce in Appleton, Pierce Manufacturing first built after-market bodies for Ford Model T chassis. In 1939, the company manufactured its first fire truck body and grew to 20 employees. In 1958, ushering in a new era of boom and platform vehicles, Pierce designed the first ever articulating aerial apparatus that was used to reach up and over tall obstructions. Pierce introduced its first custom chassis and body – the Arrow – in 1982, and that design changed the face of the modern fire industry. Pierce Manufacturing has built 51,650 fire trucks and 27,000 custom chassis.

Pierce manufactures pumpers, tankers, aerials, wildland pumpers, rescues, hazmat, and communication vehicles.

More recent examples of Pierce innovations include industry firsts like the **Dash® CF** fire apparatus (that features an innovative cab-forward design), frontal airbag and the side roll protection systems, and the patented **Pierce Ultimate Configuration (PUC)** response vehicle. Other examples include **Command Zone™** advanced electronics to enhance vehicle troubleshooting and reliability, and **TAK-4®** independent front suspension for unmatched vehicle maneuverability. Pierce engineers and manufactures its own **Husky® foam** and **Hercules®** compressed air foam systems that more effectively attack and suppress structural, wildland, automobile, and fuel fires. Every vehicle component is designed to help firefighters perform safely at their highest level.

"The more than 2,000 people who work for Pierce, including many families with multiple generations of service, are our backbone – and the reason for our longevity, success and growth," added Johnson. "Pierce employees think of their work as more of a vocation than a job, and the average employee tenure is nearly 20 years. That speaks volumes."

Pierce markets its products through the industry's largest and most comprehensive dealer and service network. The company enjoys a nationwide web of dealerships with over 600 certified and factory trained Service Brigade technicians and over 50 service centers. Pierce also offers custom training sessions for fire departments.

Oshkosh Capital offers lease purchases which can range from 3, 5, 7 or 10 year terms.



About Pierce Manufacturing

Pierce Manufacturing Inc., an Oshkosh Corporation [NYSE: OSK] company, is celebrating its 100th year in business in 2013. Pierce is the leading North American manufacturer of custom fire apparatus. Products include custom and commercial pumpers, aerials, rescue trucks, wildland trucks, mini-pumpers, elliptical tankers, and homeland security apparatus. In addition, Pierce designs its own foam systems and was the first company to introduce frontal airbags and the Side Roll Protection system to fire apparatus. To learn more about Pierce, visit www.piercemfg.com.

About Oshkosh Corporation

Oshkosh Corporation is a leading designer, manufacturer and marketer of a broad range of specialty access equipment, commercial, fire & emergency and military vehicles and vehicle bodies. Oshkosh Corporation manufactures, distributes and services products under the brands of Oshkosh®, JLG®, Pierce®, McNeilus®, Jerr-Dan®, Frontline™, CON-E-CO®, London® and IMT®. Oshkosh products are valued worldwide in businesses where high quality, superior performance, rugged reliability and long-term value are paramount. For more information, visit www.oshkoshcorporation.com.

®, TM All brand names referred to in this news release are trademarks of Oshkosh Corporation or its subsidiary companies.

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED



2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000
www.piercemfg.com

October 8, 2013

Re: Pierce Authorized Dealership

To whom it may concern:

Front Range Fire Apparatus with its corporate location at 7600 Miller Ct, Frederick West Business Park, Longmont, CO 80504 is an authorized Pierce Manufacturing, Inc. dealership. Front Range is the only dealership authorized to sell Pierce apparatus in the states of Wyoming, Nebraska, and Colorado and is the sole source for Pierce fire/rescue apparatus in those areas. Front Range Fire Apparatus has been representing Pierce Manufacturing, Inc. since 1985 and has the authorization to sign bid documents on Pierce's behalf. If you have questions, or need further information, please feel free to contact me.

Yours very truly,

PIERCE MANUFACTURING, INC.

A handwritten signature in cursive script, appearing to read "David J. Stoffel".

David J. Stoffel

Sr. Manager, Order Management

**Environmental Protection Department
Environmental Management Practice
Pierce Manufacturing Inc.**

At Pierce Manufacturing Inc. (Pierce), a subsidiary of Oshkosh Corporation, the primary responsibility of the Environmental Protection Department is to provide oversight to ensure that all facilities and company activities continue to operate in compliance with applicable environmental laws and regulations. Specifically, Pierce facilities are subject to State and Federal regulatory programs that involve issues such as air quality, waste generation and disposal, process wastewater, storm water management, underground/aboveground storage tanks, and emergency planning and community right-to-know. Regulations that apply to company activities are contained in the Environmental Protection Agency regulations of Chapter 40 Code of Federal Regulations, Department of Transportation Regulations in Chapter 49 Code of Federal Regulations, Environmental Protection Regulations in the Wisconsin NR Rules, and state/local wastewater and storm drainage rules. The Pierce facilities are in compliance with these applicable regulations including applicable ozone-depleting substances regulations.

As required by these environmental regulatory programs, Pierce Environmental Protection Department personnel perform weekly and/or monthly assessments, inspections, and recordkeeping activities. In addition to these internal inspections, our facilities are inspected by Federal, State, and Local environmental agencies. Pierce has an outstanding compliance history, and a good working relationship with these agencies. Pierce was acquired by Oshkosh Truck in September 1996. Since that time, Pierce has not had any environmental fines or penalties, and Pierce has a good working relationship with the Wisconsin Department of Natural Resources (WDNR). Pierce had voluntarily committed to reducing Volatile Organic Compounds (VOCs) and conducted extensive research on the reformulation of the hundreds of different paints Pierce uses. As a result, Pierce was the first Wisconsin manufacturer in the industry to successfully use low VOC coatings, and has received two environmental protection awards for doing so. In August 2000, Pierce was nominated by the WDNR and received the WDNR's Prevention/Environment/Prosperity (PEP) Award for their innovative paint emission reduction program. In May 2001, Pierce was presented with the Wisconsin Business Friend of the Environment Award in recognition of Pierce's leadership in environmental protection.

Fire Apparatus Manufacturers' Association



F A M A

Certificate of Membership

In accordance with its bylaws,
FAMA affirms that

Pierce Manufacturing, Inc.

meets the membership qualifications
and is a member in good standing through

2022

Oran McNabb
FAMA Board President



FIRE APPARATUS MANUFACTURERS' ASSOCIATION

P.O. Box 387 • Lynnfield, MA 01940-0387 • Phone/Fax: (781) 334-2911

January 8, 2004

To Whom It May Concern:

This letter will verify that Pierce Manufacturing, Inc. has
been a member of the Fire Apparatus Manufacturers' Association
(FAMA) since 1968.

Very truly yours,

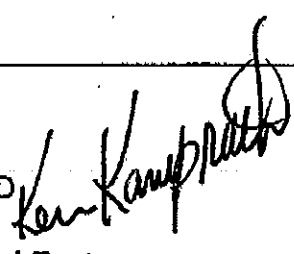
Karen H. Burnham
Administrative Assistant

E-mail: fama@shaw.net • www.fama.org



MANUFACTURING INC.

TO: WHOM IT MAY CONCERN
FROM: Ken Kamprath - Chief Engineer R&D
DATE: November 5, 1996
SUBJECT: Second Generation Body Design and Test

A handwritten signature in dark ink, appearing to read "Ken Kamprath", is written over the "FROM:" and "DATE:" lines of the memo header.

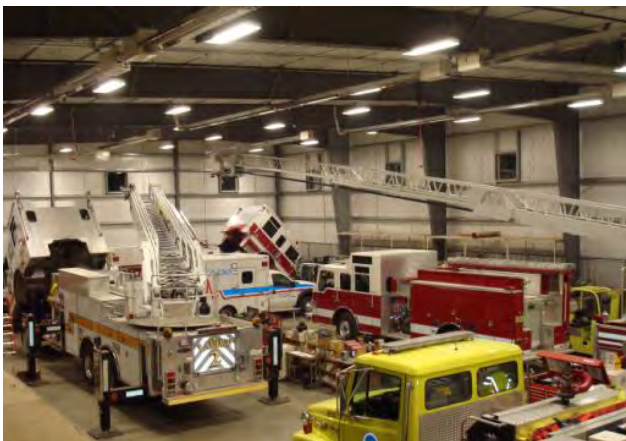
The Pierce Second Generation body has completed extensive design analysis and performance testing. Both aluminum and steel body constructions were evaluated. The testing was completed in July of 1994. The testing consisted of three phases: modal analysis, brittle lacquer coating and strain gaging.

Modal analysis is a computerized vibration analysis tool used to generate animated mode shapes. A shaker is attached to the truck frame to generate the simulated vibrations. The animated mode shapes give a computerized "picture" of what the body goes through during actual vibration and shock loading. The animated mode shape shows the areas of dissimilar (not normal) motion on the body. This helps the engineer "zero in" on potential areas of high stress concentration.

Once these areas are determined, a brittle lacquer coating is applied to the body surface. The vehicle is taken through a series of in-lab and on-road test events to generate "crazing" of the brittle lacquer. The "crazing" shows the stress concentration location and direction. Now the engineer can apply a strain gage to measure the exact material stress occurring at the exact point of maximum stress concentration.

The Second Generation body used over 30 strain gages to verify the structural toughness. The strain gages were applied to the body sheet metal as well as the supporting substructure. The test vehicles were subjected to 9 inch blocks placed diagonally under one front wheel and one rear wheel. The vehicle was severely twisted to simulate the motions a vehicle sees when exiting off a driveway apron and onto the roadway when responding to an emergency call. In addition the vehicle was driven over severe bumps, through turns and evasive maneuvers. Acceleration, deceleration and hard stops were performed. During all of the in-lab and on-road test events, the strain gage data was collected with on-board computerized data acquisition equipment. All of the data was collected "real time" or as the event was happening.

The Pierce Second Generation body was thoroughly tested using proven computerized methods. In addition the bodies were tested over actual road events to assure many years of satisfying service.



Auto Industry Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401
LICENSE



License #: 200

This Certifies

Is duly licensed
as a motor vehicle/
powersports

FRONT RANGE FIRE APPARATUS
Franchised Motor Vehicle Dealer

This license is issued under the provisions of Title 44, Article 20, Colorado Revised Statutes.

FRONT RANGE FIRE APPARATUS
7600 Miller Ct
Frederick CO 80504



Display at place of business

ALL INFORMATION LISTED ON THIS LICENSE APPLIES TO THE LICENSEE NAMED ABOVE

Owners OK to Sell:

Demo Plates: Y

Full Use Plates: N

Primary Location:

7600 Miller Ct, Frederick CO 80530

Additional Location(s)



FRONRAN-05

SHIGDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TCW Risk Management 384 Inverness Parkway Suite 170 Englewood, CO 80112	CONTACT NAME:		
	PHONE (A/C, No, Ext): (303) 368-5757	FAX (A/C, No): (303) 368-5863	
	E-MAIL ADDRESS: tcwinfo@wilsonins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		11150
INSURED Front Range Fire Apparatus Ltd. 7600 Miller Ct. Longmont, CO 80504	INSURER B : Pinnacol Assurance		41190
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			MFPK08553109	12/27/2022	12/27/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
			GENERAL AGGREGATE				\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GARAGE LIABILITY	\$ Included
	OTHER:							
A	AUTOMOBILE LIABILITY			MFCA08347009	12/27/2022	12/27/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			MFUM07987209	12/27/2022	12/27/2023	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE				\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		Aggregate				\$ 3,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4043254	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	E.L. EACH ACCIDENT				\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
			E.L. DISEASE - POLICY LIMIT				\$ 500,000	
A	Garage & Dealers (Si			MFCA08347009	12/27/2022	12/27/2023		8,320,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Juan A. Higdon

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

FRONT RANGE FIRE APPARATUS, LIMITED

is a

Corporation

formed or registered on 08/26/1985 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871634538 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/22/2022 that have been posted, and by documents delivered to this office electronically through 06/23/2022 @ 10:02:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/23/2022 @ 10:02:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14113236 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED



2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000
www.piercemfg.com

October 8, 2013

Re: Pierce Authorized Dealership

To whom it may concern:

Front Range Fire Apparatus with its corporate location at 7600 Miller Ct, Frederick West Business Park, Longmont, CO 80504 is an authorized Pierce Manufacturing, Inc. dealership. Front Range is the only dealership authorized to sell Pierce apparatus in the states of Wyoming, Nebraska, and Colorado and is the sole source for Pierce fire/rescue apparatus in those areas. Front Range Fire Apparatus has been representing Pierce Manufacturing, Inc. since 1985 and has the authorization to sign bid documents on Pierce's behalf. If you have questions, or need further information, please feel free to contact me.

Yours very truly,

PIERCE MANUFACTURING, INC.

A handwritten signature in cursive script, appearing to read "David J. Stoffel".

David J. Stoffel

Sr. Manager, Order Management

PIERCE MANUFACTURING INC.

AN OSHKOSH TRUCK CORPORATION COMPANY • ISO 9001 CERTIFIED

2600 AMERICAN DRIVE

POST OFFICE BOX 2017

APPLETON, WISCONSIN 54913-2017

920-832-3000 • FAX 920-832-3208



April 4, 2002

To Whom It May Concern:

This letter is verification that Front Range Fire Apparatus, LTD. is an official Pierce Manufacturing authorized repair facility.

Sincerely,
Pierce Manufacturing Inc.

A handwritten signature in black ink, appearing to read "Joe Barry".

Joe Barry
Technical Service Manager



Service Center



7600 Miller Ct. Frederick, Colorado
303-449-9911



Service Facility

The industry leading service facility at Front Range Fire Apparatus offers complete maintenance, inspections, and repair on emergency rescue apparatus, including non-Pierce and non-AEV apparatus. Whether it's basic preventative maintenance or complete restorations, our technicians take great pride in providing all the services you need to keep your fleet ready.

Our service facility is fully insured and staffed by Pierce Master Technicians that are EVT and ASE certified, as well as stocked with state-of-the-art equipment, including diagnostic software, truck lifts, and a mobile draft commander pump test trailer. The facility consists of over 15,000 square feet with room for up to 14 apparatus.

MEET THE TEAM



ASHER STRAW

General Manager

AsherS@frontrangefire.com



SEAN BLATZER

Service Manager

SeanB@frontrangefire.com



DOUG BEAM

Technical Support/Warranty

DougB@frontrangefire.com



KENT MCCREARY

Service Writer

KentM@frontrangefire.com



Service Technicians

BRAD SHAEFER

CLYDE BOWERS

EVAN BAIER

IVAN GONZALEZ

www.frontrangefire.com

7600 Miller Court

Frederick, CO 80504

303-449-9911

info@frontrangefire.com

**Proudly serving the fire service industry
for over 45 years.**



**GENERAL MAINTENANCE, SERVICE REPAIRS, AND INSPECTIONS
ON ALL MAKES AND MODELS OF FIRE APPARATUS.**

Service, Repair , and Installation

Generator

Air brake

CAFS and foam system

Fire Pump

Tank

Electrical

Steel water and UPF poly tank

Onboard battery chargers

Air systems

Custom Welding and Fabrication

Steel

Aluminum

UL Inspection and Repair

Aerial Service and Repair

Structural

Hydraulic

Electrical

Apparatus Body and Accident Repair

...and more!

**Whether your truck is out of
service with a major repair issue
or just needs an oil change, our
service technicians are here for
you.**



Mobile Service

Apparatus training

Service contracts

Customized preventative maintenance programs

Annual pump tests and acceptance tests

Certified pump, plumbing and valve repairs

CAFS and foam system installation

Electrical system repairs and upgrades

Air brake maintenance repair and service

Aerial maintenance and repair



18th Annual Fire Leadership Challenge

Extraordinary Leadership in Turbulent Times

Certificate of Appreciation

Presented To

Front Range Fire Apparatus

*For participation in and support of
The Colorado State Fire Chiefs Association
19th Annual Leadership Challenge*

December 5, 2009

Chris Riley - Colorado State Fire Chiefs Association

Dave Parmley - Conference Chair



Organized December 23, 1916

Colorado State Fire Fighters Association

Certificate of Membership

To Whom It May Concern, Greetings:

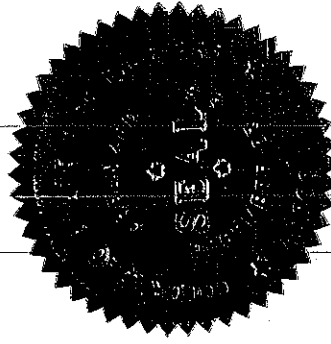
This Certifies That

Front Range Fire Apparatus

Having complied with all the requirements of the Constitution and By-Laws of the Colorado State Fire Fighters Association, is hereby declared an Associate Member and is entitled to all Rights, Privileges and Benefits of Associate Membership in said Association.

June 16 / 2007
Date

[Signature]
President



[Signature]
Treasurer

[Signature]
Secretary

STATE OF COLORADO



DEPARTMENT OF
STATE

CERTIFICATE

I, NATALIE MEYER, Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A CERTIFICATE OF INCORPORATION
TO FRONT RANGE FIRE APPARATUS, LIMITED.



Natalie Meyer

SECRETARY OF STATE

DATED: AUGUST 26, 1985

Front Range Fire Apparatus Sales & Operations

Duane Doucette

Owner
Truck Sales Rep
Denver/Metro Area
Cell: (303) 304-6118
Office: (303) 449-9911 x 121
DuaneD@FrontRangeFire.com

**Wayne Kerber**

Truck Sales Rep.
North Western Colorado/ Mountains
Cell: 970-531-7184
WayneK@FrontRangeFire.com

**Jennifer Doucette**

Business Operations Manager
Cell: (303) 304-6118
Office: (303) 449-9911 x 130

**Don Chapman**

Truck Sales Rep
Colorado/Mountains
Cell: 719-588-1580
DonC@FrontRangeFire.com

**Mark Balch**

Ambulance Sales Rep. Colorado Cell:
303-883-7860
Office: 303-449-9911 x 122
MarkB@FrontRangeFire.com

**Jason Byrne**

Truck Sales Rep
Cell: 303-929-0079
JasonB@FrontRangeFire.com

**Rose Cain**

Bookkeeper
Office: 303-449-9911 x 111
RoseC@FrontRangeFire.com

**Margaret Straw**

Special Projects Coordinator
Office: 303-449-9911 x 27
MargaretS@FrontRangeFire.com



Front Range Fire Apparatus Service

Asher Straw

Service Manager

Office: 303-449-9911 x 112

Cell: 720-202-4286

AsherS@FrontRangeFire.com



Sean Blatzer

Service Manager

Office: 303-449-9911 x 115

SeanB@FrontRangeFire.com



Doug Beam

Technical Support/Warrantyport

Office: 303-449-9911 x 120

Cell: 303-475-5371

DougB@FrontRangeFire.com



Parts

Office: 303-449-9911 x 165

		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Structure Response Apparatus																					
2012 Rosenbauer Rescue Engine	Currently E-41			Move to Reserve Status										Remove From Fleet							
Replacement Engine 2023	New in 2023 \$960,000													Move to Reserve Status							
Replacement Engine 2033	New in 2033 \$1,300,000																				
2001 KME Rescue Engine	Currently E-42								Remove from Fleet												
1996 RK Ferrara Ladder (currently T-41)	2023 Significant Mechanical Issues			Remove from Fleet																	
MISC Response Apparatus																					
2013 BFX Brush Truck	Currently B-41								Remove from Fleet												
Replacement with a Type 3 Engine Capable of Structure and Wildfire Response.	New in 2028																				
Rescue/Emergency Response Vehicle	New in 2020 (10 year expectancy)											Remove from Fleet									
Replacement Rescue/Emergency Response Vehicle	\$220,000																				