

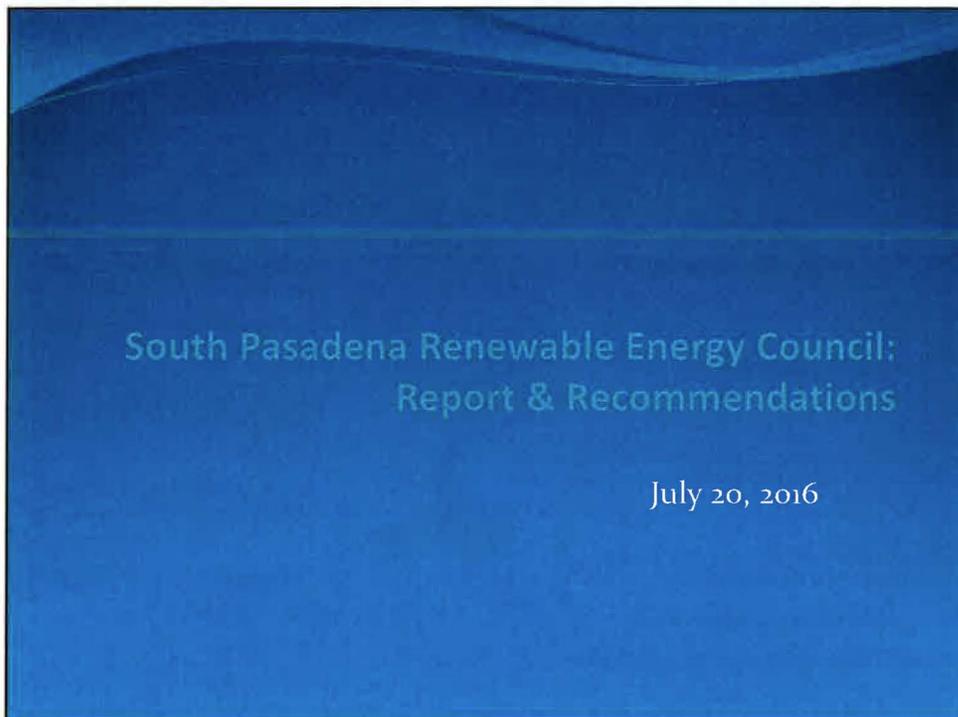


## Additional Documents Distributed for the Regular City Council Meeting July 20, 2016

Item No.	Agenda Item Description	Distributor	Document
SS1	Received and File the Renewable Energy Council Report	William Kelly, Chair Renewable Energy Council	PowerPoint, Council Presentation
SS1	Received and File the Renewable Energy Council Report	Al Benzoni, South Pasadena Resident	Public Comment Remarks to Council
2	Southern California Gas Company Update on a Pipeline Safety Project, including Garfield Avenue and Huntington Drive	Helen Romero Shaw, Public Affairs Manager	PowerPoint, Update
2	Southern California Gas Company Update on a Pipeline Safety Project, including Garfield Avenue and Huntington Drive	Helen Romero Shaw, Public Affairs Manager	PowerPoint, Hydrotest Satellite and Overview
4	Councilmember Communications	Diana Mahmud	PowerPoint, Police Department Flyer for Women's Self Defense Classes
5	City Manager Communications	Sergio Gonzalez	PowerPoint, Cooling Center
11	Agenda Item No. 11: "Award of Contract to Pierce Manufacturing, Inc., in the Amount of \$696,335, for the Purchase of a 2017 Pierce Arrow XT Fire Engine"	Paul Riddle, Deputy Fire Chief	Memo to Council
14	Award of Contract to GK & Associates for Inspection and Construction Management Services for the Fletcher Avenue Street Improvement Project and Street Preventative Maintenance Project	Paul Toor, Public Works Director	Memo to Council

July 20, 2016 City Council Meeting  
Additional Documents

20	Approval of a Request for Proposals to Update the General Plan and Mission Street Specific Plan	David Watkins, Planning and Building Director	PowerPoint, Staff Presentation
21	First Reading and Introduction of an Ordinance to Amend the South Pasadena Municipal Code by Adopting by Reference and Amending Chapter 96, Earthquake Hazard Reduction, for Existing Unreinforced Masonry Bearing Wall Buildings of the 2014 Los Angeles Building Code	David Watkins, Planning and Building Director	PowerPoint, Staff Presentation
21	First Reading and Introduction of an Ordinance to Amend the South Pasadena Municipal Code by Adopting by Reference and Amending Chapter 96, Earthquake Hazard Reduction, for Existing Unreinforced Masonry Bearing Wall Buildings of the 2014 Los Angeles Building Code	John Turk, South Pasadena Property Owner	Email to Council



## Renewable Energy Council

- Appointed in Fall of 2015
- Purpose: To study opportunities for South Pasadena to use renewable energy and reduce its carbon footprint
- Nine experts in energy, science, engineering, finance, energy policy, public affairs, and communications
- Reviewed City electricity use and facilities
- Met with solar vendors
- Reviewed state policies and financing programs

## Renewable Energy Council: Key Recommendations

### Long-term

Develop and adopt a carbon neutral plan

### Near-term:

Energy Efficiency

Solar Systems

-City Hall Complex (with EV chargers and battery storage for emergency operations center power)  
-Wilson Reservoir

Motor Vehicles

-Purchase certified, low-cost carbon offsets produced through biogas and forestry projects

Create Green Fund with money saved on energy

Community Outreach on Renewable Energy & Efficiency



### Mid-term:

Additional solar facilities through a community solar or RESBCT tariff

Consider joining LA County Community Choice Aggregation program if it goes forward

Consider contracting with biogas supplier for at least a portion of the city's natural gas needs

Continue to broaden use of electric and alternative-fueled vehicles

### Definition of Time Terms

Near-term = 0-2 years

Mid-term = 3-4 years

Long-term = 5 years or more

## Solar in South Pasadena: First Steps

## What?

- 2 solar installations
- Wilson Reservoir and City Hall Parking Lots

## Wilson Reservoir

- REC visit in January
- Located in the City of San Gabriel
- Water is pumped from Wilson resulting in large electric bills (#1)
- New Roof



Solar potential 140 kW  
Over 220 MWh/Yr Solar Energy Production  
Estimated cost \$360k to \$375k

## City Hall Parking Lots

- City Hall is the 2<sup>nd</sup> largest user of energy by meter
- Proposal includes public parking across street



Solar potential 220 – 250 kW  
 Nearly 400 MWh/Yr Solar Energy Production  
 Estimated cost \$780k to \$965k

## What? - Summary

- 2 solar installations
- Wilson Reservoir and City Hall Parking Lots
- 360 – 390 kW total
- \$1.2M - \$1.3M
- Capable of reducing the City's electrical usage by 10%

## Why?

- Broadly, to help fight climate change.
- Narrowly, for technical reasons, we could only consider sites with large usage on electrical meters.
- Also considered engineering issues.
- Covering public parking spaces is popular and visible.

## How?

- Financially we suggest utilizing the State of California's Energy Conservation Assistance Act (ECAA)
- 1% 20 year loans
- As detailed in the memo the savings on electricity are lower than loan payments
- The installations pay for themselves on Year 1.

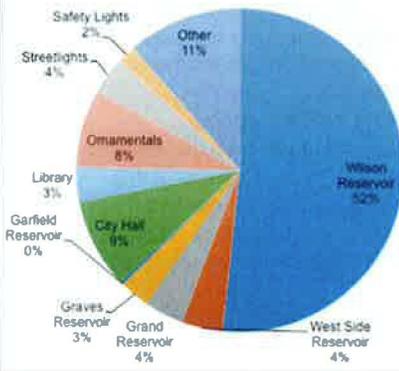
## When?

- ECAA is out of money for this calendar year but is accepting applications for next year.
- There is enough money remaining for next year to fund these projects if we act quickly.
- We take advantage of a special SCE rate for renewable energy projects but there is a cap on the number of projects that can be funded.

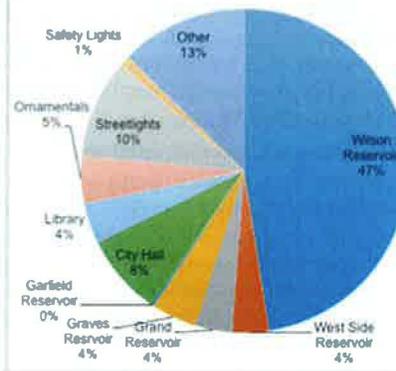
Extra Slides

## Energy and Bills

**Energy**

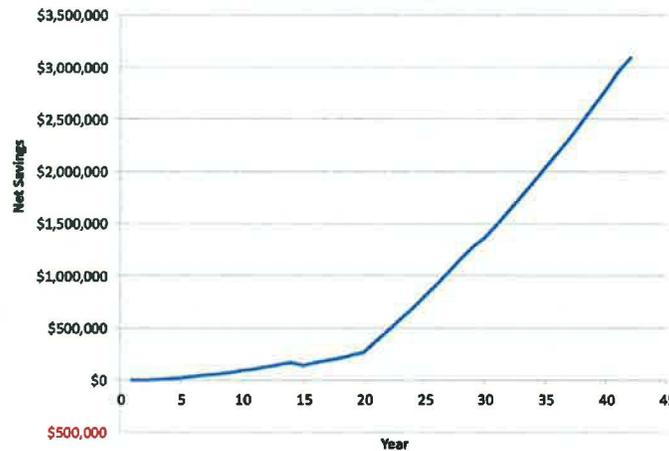


**\$**



## Savings Calculation

**Wilson Reservoir + City Hall**



## Savings Calculation

- The financial model for these projects includes:
  - 1) Averages of the installed price estimates and energy production from solar energy development companies who visited the sites;
  - 2) ECAA financing conditions mentioned above. The impacts of this beneficial financing are shown in Figure 2 with net savings in year 1 and a significantly greater savings at year 20, when the loan is completely repaid;
  - 3) Electric rate increases of 4.4% until 2022 followed by 2% thereafter based on current utility research [3];
  - 4) Degradation of the solar panels over time, estimated at 0.5% per year [4];
  - 5) Maintenance, especially inverter replacement based on estimates from the installers;
  - 6) Optimization of SCE's electric rate structure, which has a capacity limitation that translates to a need to move forward quickly before the capacity limit is reached;
  - 7) Future pumping operations at Wilson Reservoir when Garfield Reservoir comes online in 2017, that significantly affect predicted future savings. The REC deliberately chose the most conservative assumption for future operations;
  - 8) Pricing both projects separately. This is also conservative, as doing both projects at the same time would yield additional savings.

## Question from Al Benzoni

- *Question - For what time duration is the renewable rate contract expected to be legally obligated by SCE/ or whomever is supplying the electricity? This is obviously a key point that should be well understood/stated.*
- *Answer - SCE's rates are established and can be modified by the Public Utilities Commission. There is always a chance that rate schedules can be modified over time. Our assumption is that the electric rates will change over time. The assumed rates will change based on future costs for electricity and public policy at the time. Our assumptions assumed that policies supporting renewable energy will continue and that electric rates will also continue to increase based on projections from utilities, California Energy Commission, and Academia.*

## Question from Al Benzoni

- *Question – Is there any explanation of the solar plants themselves that can be provided, simple calcs showing the generation calculations which expose/state the assumptions made such as the Beginning Of Life efficiency, solar cell lifetime, kwh generated /unit area in as installed location taking into account shading, angular orientation seasonal variances..., inverter efficiency...?*
- *Answer – Using the proposal from Borrego Solar as an example, the panel efficiency is 18.4 to 18.6% efficiency. Each module is 360-365 Watts and has a guaranteed maximum loss of power of 0.5%/yr (pursuant to California Law) so at the end of 25 years, the power would be at least 87.5% of the initial power. The inverter has a 15 year lifetime. The panels are typically installed with a nominal 10 degree tilt. For the City Hall project there would be ~ 700 individual modules.*

## Question from Al Benzoni

- *Question – The 2nd largest consumption of electricity (after reservoirs) is "other" - seems it might be useful to shed a little light on what that all means.*
- *Answer – The City is billed for 108 separate electrical meters. The remaining 98 meters are contained in other and most of them have very small usage. Given the requirement for large usage we did not consider these other meters for this study.*

## Question from Al Benzoni

- *Question – I wonder if I am understanding the plan correctly regarding Garfield Reservoir energy use and consideration for solar generation. What is the expected total annual kWh consumption by the new Garfield reservoir when fully operational ?*
- *Answer – As the new roof on Garfield has not yet been constructed and the usage is very unlikely to exceed the solar generation capability we did not study this site as part of our short term plan.*
- *Answer - As detailed in the memo, Garfield will be an ideal site in the future for solar (with capacity of ~1 MW) but dealing with the low usage is going to require substantial work.*
- *Answer – A smaller array could be put onto the top of the new Garfield reservoir but we are hopeful that the "usage issue" can be solved and a large "volume discounted" array can be put on the site.*

## Question from Al Benzoni

- *Question – For the battery storage system to go with the City Hall solar system noted on page 3 - is there a cost analysis to compare with standard diesel generator (dirty) ? The frequency of use (low) and battery maintenance/upkeep may not bode well for this option and I am glad to see it is not recommended to be used on this first proposal/report.*
- *Answer – There is no cost analysis. The recommendations is conceptual in nature. The cost of storage is falling rapidly and it is unclear what form the emergency operations center will take. The Renewable Energy Council is recommending that the City seriously weigh including energy storage at city hall, which could power the emergency operations center when the SCE electrical system may suffer from long-term outage due to damage in a wind storm, earthquake, or other large-scale event. Money for storage could be available from several sources.*

JUL 22 2016

A CLEAN ENERGY PATHWAY FOR SOUTH  
PASADENA:  
A Report by the City's Renewable Energy Council (6/13/16)

Presented to City Council 7/20/16 7:00 PM

It is great to see this work and the recommendations to promote/aid local/SP renewable energy generation.

Al Benzoni

7/20/2016v

1

CC: Council; CM; COC; C. Castruita; J. Himmin; Original to 7/20/2016 ADDL Docs

Additional Material  
AGENDA ITEM # 1  
7/20/16 City Council Mtg.

STUDY SESSION  
PUBLIC COMMENT

## Comments on Recommendations from page 3 of 33:

1. Install solar systems at City Hall parking lots and at Wilson *and Garfield Reservoir* as soon as *practically* possible. The systems will provide a net cash flow benefit to the city immediately using low-interest financing from the California Energy Commission. (Near-term)
2. In conjunction with installing a solar system at the City Hall parking lots, the City should consider installing electric vehicle chargers as needed at the parking lot at Hope and Mound to take advantage of economies of scale that could be achieved in installing both systems simultaneously.(Near-term)
3. Obtain an updated energy efficiency audit. The last one was done in 2009 and technology has evolved rapidly since then. The audit could be obtained from Southern California Edison, but there might be an opportunity to obtain it through Energy Upgrade California, since South Pasadena is a small city. If possible, the audit should cover behavior in driving and other energy uses. The cheapest energy is energy not used. (Near-term)
4. Include a solar energy emphasis at the City's Clean Air Car Show. Increase the focus on energy efficiency, rooftop solar systems, and renewable energy opportunities in City communications and outreach to the community. (Near-term)
5. ~~Add an energy storage battery system to the solar system at City Hall, sized sufficient to power any City Emergency Operations Center set up there. Funding for this could come from the City's designated renewable energy fund, as it will not be used for the recommended solar systems at City Hall parking lots or Wilson Reservoir. (Near term) — REMOVE THIS RECOMMENDATION~~

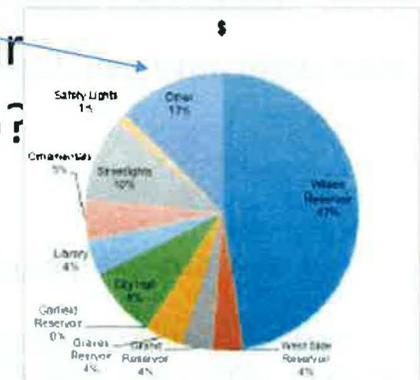
Item 5 : Rationale \_ Battery technology is changing, ,have a fixed lifetime, utilization factor if only for backup (and not for demand leveling) would be very low and this would likely not be cost effective over a standby carbon fueled generator.

## Rationale for Recommendation #1 Modification

- Why add solar plant on Garfield Reservoir –
  - I. Garfield reservoir has been under construction and zero electrical energy reported (and higher load at Wilson due to this) , this should not be the case for the majority of the timeframe for this report covers (next 20-40 years). The study should reflect Garfield reservoir's expected energy use.
  - II. Assuming Garfield Reservoir is operational in 2017 and can meet State of California's Energy Conservation Assistance Act (ECAA) timeframe, \_ is there a plausible reason to **not** "right-size" a solar panel installation for Garfield reservoir to nearly match the average electrical consumption vs the noted 1 MW potential plant the roof size solar plant could generate ?
  - III. This would allow a more immediate certain return vs waiting and spending time/resources on otherwise viable options such as:
    - I. SCE's Renewable Energy Self-generation Bill Credit Transfer tariff (RES-BCT),
    - II. avoid/be indifferent to the Charge Indifference Adjustment (PCIA),
    - III. avoid entanglements of SCE's community solar tariff (Green Tariff Shared Renewables)
  - IV. Financials should be the nearly same as Wilson reservoir on a cost/kwhr and physically the plant area should be the same on a ft<sup>2</sup>/kw generated basis.
  - V. This would not preclude a later expansion to a fully populated roof area of 1 MW (or more) solar plant
- Question
  - I. Would a change of electric rate plan to more favorable Renewable Rate Plan(pg 22) apply ? not clear from this presentation what the governing parameters are for this.

## Secondary Comments :

- Consider if 2<sup>nd</sup> largest electric user “other” has opportunities for solar plants
- Are solar plant equipment warranties available of similar timeframe/duration to match financial plan (>20 (40 yrs) )?



- If readily available – add basis for the solar plant efficiency and plant cost calculations (simple calcs showing the generation calculations which expose/state the assumptions made such as the Beginning Of Life efficiency, solar cell lifetime, kwh generated /unit area in as installed location taking into account shading, angular orientation seasonal variances..., inverter efficiency, cleaning frequency)



**PIPELINE SAFETY**



**PSEP OVERVIEW – SOUTH PASADENA**  
 July 20, 2016

## Background

- » The safety of our customers, employees and communities we serve is SoCalGas' top priority
- » SoCalGas is conducting safety tests on high-pressure pipelines that deliver gas across Southern California
- » In 2011, the California Public Utilities Commission (CPUC) directed all utilities to develop a plan to test and/or replace all natural gas pipe segments to modern standards and improve shut off valves
  - "Hydrotest" pipelines to higher than normal operating pressure
  - In certain areas, install automatic or remote shut off valves





**PIPELINE SAFETY**

2

## What is Hydrostatic Pressure Testing?

- » Hydrotesting utilizes water to assess the integrity of a pipeline
  - Turning off natural gas flow and safely venting gas
  - Sealing both ends of pipeline segment, filling the segment with water, and raising pressure to 1.5 times or higher than normal operating pressure
  - Maintaining pressure and monitoring for 8 hours or more



3

PIPELINESAFETY

## SL32-21 – Electric Ave

- » Segment 3 (Electric Ave.) is a hydrotest with two different work locations
  - Start – Alhambra Station (Alhambra)
  - Additional Work Area – Huntington Drive and Garfield Avenue (South Pasadena)
  - End –Garfield Avenue and Callita Place (San Marino)
- » Estimated Start: September 2016
- » Estimated duration: 10-12 weeks
- » Conduct outreach to businesses and property owners
- » First responders to be notified prior to hydrotest



4

PIPELINESAFETY

## What to Expect

- » Pre-construction activities
  - Site walks, survey, potholing
- » Traffic rerouting/delays
- » Large trucks and equipment
- » Work-related noise
- » Possible excavation dust
- » Natural gas odor when venting gas



5

PIPELINESAFETY

## Coordination

- » SoCalGas will coordinate with the City and County on:
  - Project details and timing
  - Emergency Response Plan
  - Permits
  - Community Outreach



6

PIPELINESAFETY

## Community Outreach

- » Outreach to customers and local community/neighborhood groups
- » 2 weeks prior to construction: SoCalGas mails letter to customers near construction area
- » 2 days prior to day of construction mobilization: Notify first responders; Distribute door hanger to customers
- » Post installation: Communication of completion/results



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PIPELINESAFETY

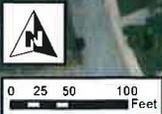
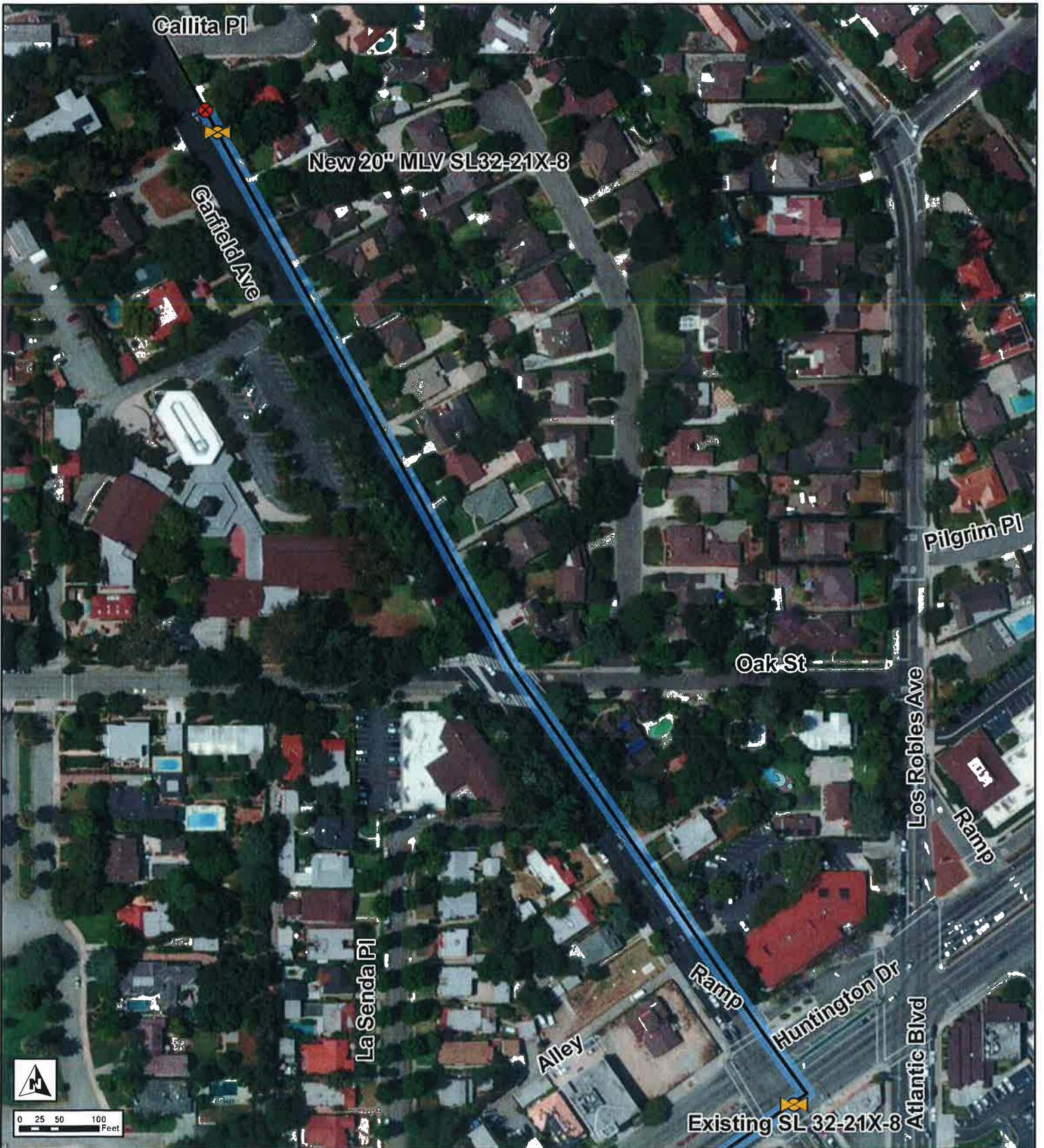
## Contacts

- » **Helen Romero Shaw**  
Public Affairs Manager  
Office: 626-279-2295  
hshaw@semprautilities.com
- » **Kristin Eng**  
Project Manager  
Office: 213-244-2816  
keng@semprautilities.com
- » **Ahmad Solomon**  
Community Education & Outreach Manager  
Office: 213-244-3828  
asolomon@semprautilities.com



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PIPELINESAFETY



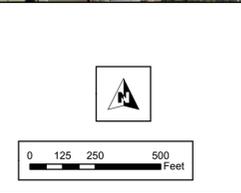
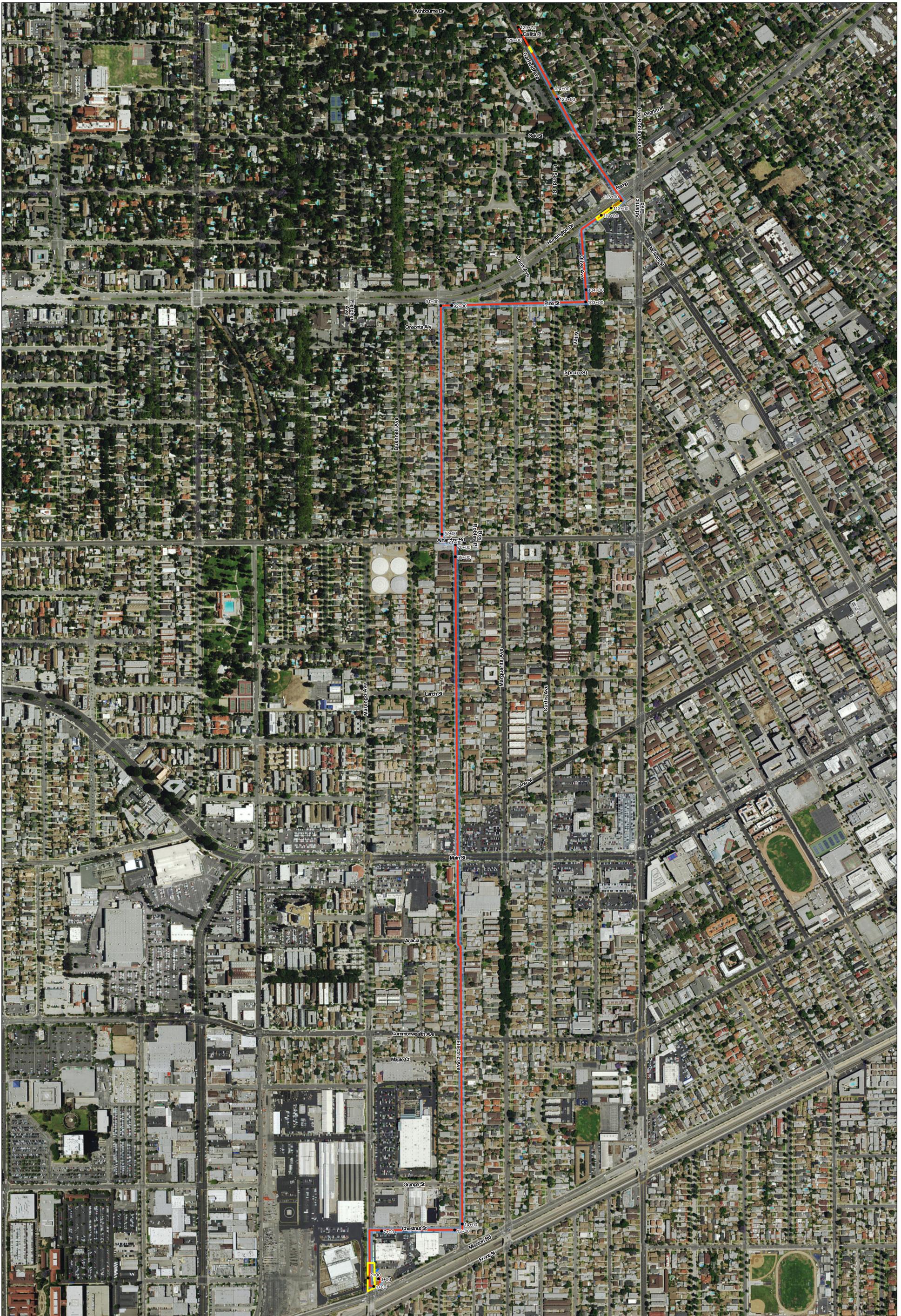
**Legend**

- PCF
- Tap
- Tee
- Valve
- Line 32-21
- Pressure Test

**SL 32-21 Section 3  
Valve Replace & Relocate  
N Garfield Ave & Huntington Dr**

Pipeline Source:  
SoCal Gas  
Basemap Source:  
ESRI ArcGIS Streaming Map Service, 2015

Drawn By: Roy Harju  
Checked by: Brian Ellis  
Date: 3/08/2016



**Map Features**

- Stationing
- Line 32-21
- Pressure Test
- Temporary Water Fill Line
- Excavation (Bell Holes)
- Workspace
- Water Storage Tank

**SoCal Gas 32-21 Section 3  
Work Sites Overview  
Pipeline Safety Enhancement Plan (PSEP)**

Pipeline Source: SoCal Gas  
 Basemap Source: ESRI ArcGIS Streaming Map Service, 2015

Drawn By: Roy Harju  
 Checked by: Brian Ellis  
 Date: 3/08/2016



City of South Pasadena Police Department  
Arthur J. Miller, Chief of Police



# FREE SELF DEFENSE CLASSES FOR WOMEN



The South Pasadena Police Department is conducting self-defense instruction for women ages 18 and up. Classes are offered several times per year and are open to adults of all ages and skill levels.

Participants will learn how to defend themselves and escape from critical situations. Instruction will include safety awareness, how to properly hit and kick, how to escape common holds, and how to fight while on the ground. Open to beginners and advanced participants, of all athletic abilities. Participants are encouraged to attend multiple sessions to strengthen their skills.

The next class is **Saturday, August 13 from 12-4 pm** in South Pasadena.  
Registration is required, and space is limited.

Register via the South Pasadena Community Services Department web page:  
[www.southpasadenaca.gov/onlinereg](http://www.southpasadenaca.gov/onlinereg)

Classes for teenage girls (ages 14-17) may also be offered during 2017.  
For information on classes for women or teens, please contact  
Dawn Muench at 626-403-6492 or [heydawn@gmail.com](mailto:heydawn@gmail.com)

MAHMUD



**City of South Pasadena  
Cooling Center Triggered**  
EXCESSIVE HEAT



Thursday July 21 through Sunday, July 24, 2016

The City of South Pasadena will open the Cooling Centers on Thursday, July 21 through Sunday, July 24, 2016. The temperatures are forecasted as follows:

Thursday, July 21, 98 °  
Friday, July 22, at 100°  
Saturday, July 23, at 100°  
Sunday, July 24, at 98°

The South Pasadena Public Library and Senior Center serve as Cooling Centers when the temperature is forecast at 96 ° or higher . Both facilities offer cold water and air conditioning the public. Facilities hours are as follows:

**Senior Center:**

*Monday through Friday 8 am – 5 pm*

**Library:**

*Mondays, Tuesdays, & Wednesdays, 11 am – 9pm  
Thurs, Friday 10 am – 6 pm  
Saturdays, 10 am – 5 pm and  
Sundays, 1pm- 5 pm.*

If you plan to be outdoors, please take precautions from the sun and heat.

- Avoid the sun from 10 a.m. to 3 p.m. when the burning rays are strongest.
- Reduce physical activity.
- Wear a wide-brimmed hat and light colored lightweight, loose-fitting clothes when you are outdoors
- Avoid hot, heavy meals that include proteins.
- Set your air conditioner between 75° to 80°. If you don't have air-conditioning take a cool shower twice a day and visit a public air conditioned facility.
- Check on elderly neighbors and family and friends who do not have air conditioning.
- Drink plenty of fluids even if you are not thirsty. Avoid alcohol.
- Use sun screen with a sun protection factor of at least 15 if you need to be in the sun.
- Don't forget about pets, they need plenty of water and shade.
- Insulate your home by installing weather stripping around your doors and windowsills to keep the cool air inside.

Should you have questions contact the  
South Pasadena Senior Center at (626) 4 0 3- 7 3 6 0, or the  
South Pasadena Public Library at (626) 4 0 3- 7 3 3 0.



# CITY OF SOUTH PASADENA

## INTER-OFFICE MEMORANDUM

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**Date:** July 20, 2016

**To:** City Council

**Via:** Sergio Gonzalez, City Manager

**From:** Paul Riddle, Deputy Fire Chief 

**Re:** July 20, 2016 City Council Meeting Agenda Item No. 11 - Award of Contract to Pierce Manufacturing, Inc., in the Amount of \$696,335, for the Purchase of a 2017 Pierce Arrow XT Fire Engine

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Attached for your viewing and consideration, are the warranties (Exhibit B) to the Pierce Manufacturing, Inc. offer and purchase agreement, listed as Attachment 1 to the 7/20/2016 Council Meeting Agenda Item No. 11 entitled "Award of Contract to Pierce Manufacturing, Inc., in the Amount of \$696,335, for the Purchase of a 2017 Pierce Arrow XT Fire Engine."

*CC: Council; CM; CA; CCC; FIRE; Reference Binder; Original to 7/20/16 Addl Docs*

Additional Material  
AGENDA ITEM # 11  
7/20/16 City Council Mtg.



# Fire and Rescue Apparatus

## Ten (10) Year Structural Integrity Custom Cab Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- (a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
- (b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
- (c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
- (d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# 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:

<b>Coverage:</b>	<b>Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.</b>
<b>Warranty Period Ends After:</b>	<b>Twelve (12) months.</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>No specific exclusions apply</b>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

## 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
<b>MT, MD 3000, 3200, 3500, 3700</b>	0-24	No Limit	No Charge	No Charge
<b>HT with Hydraulic Controls</b>	0-24	No Limit	No Charge	No Charge
<b>AT, 1000 Series™, 2000 Series™, 2400 Series™</b>	0-36	No Limit	No Charge	No Charge
<b>HT with Electronic Controls</b>	0-60	No Limit	No Charge	No Charge
<b>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</b>	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

## Six (6) Year Material and Workmanship

### PUC Pump

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>The PUC Pump and its components manufactured under the Pierce brand in its Fire and Rescue Apparatus vehicle shall be free from failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Six (6) Years - or - 3000 Pump Hours</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>This limited warranty applies to the PUC Pump and all its components manufactured under the Pierce brand. Items not manufactured under the Pierce brand such as valves, relief valves or wear items such as wear rings, seals, bearings or costs of removal, transporting, storing, or reinstallation are not covered by this six-year limited warranty and are instead covered under the Pierce Basic One Year Limited Warranty.</b>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- (a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
- (b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
- (c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
- (d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



# Fire and Rescue Apparatus

## Five (5) Year Material and Workmanship

### Command Zone Electronics

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>Command Zone control modules shall be free from failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Five (5) Years</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.</b>

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

**MERITOR® COMMERCIAL  
VEHICLE SYSTEMS  
WARRANTY/MODEL YEAR 2016 VEHICLES**





## SIMPLER IS BETTER

*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.*

### **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](http://www.meritor.com) or by contacting Meritor at 866-OnTrac1 (866-668-7221).



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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).

# LINEHAUL WARRANTY INFORMATION

## Linehaul Vehicles

- |                        |                   |                    |                        |
|------------------------|-------------------|--------------------|------------------------|
| ■ Auto Hauler          | ■ Flatbed         | ■ Livestock Hauler | ■ Refrigerated Freight |
| ■ Bulk Hauler          | ■ General Freight | ■ Moving Van       | ■ Tanker               |
| ■ Chip Hauler (Truck)* | ■ Grain Hauler    | ■ Pipe Hauler      | ■ Triples              |
| ■ Doubles              |                   |                    |                        |

\* 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 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.

## Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-944	FG-941	MFS-10-144A-N	MFS-12E-143A-N	MFS-13-144A-N
FF-941	FF-961	FG-943	MFS-12-122A-N	MFS-12-144A-N	MFS-14-122A-N
FF-942	FF-966	MFS-10-122A	MFS-12E-122A-N	MFS-13-122A-N	MFS-14-143A-N
FF-943	FF-967	MFS-10-143A-N	MFS-12-143A-N	MFS-13-143A-N	

## Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-160
MS-19-14X	RS-23-160
MS-21-144	RS-23-161
RS-21-145	RS-23-186

## Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-943
RT-40-145/A	MA-40-175	MT-40-943-SP
RT-40-160/P <sup>1,2</sup>	MT-34-14X/P	RZ-166 <sup>2</sup>
RT-46-160/P <sup>1,2</sup>	MT-40-14X/P	RZ-188
RT-46-164EH/P <sup>1,2</sup>	MT-40-14X/P	
RT-50-160/P <sup>1,2</sup>	MT-40-144/P	

## 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

<sup>1</sup> These models required for Chip Hauler and Linehaul warranty consideration.  
<sup>2</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by 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
LX500 Feature <sup>1</sup>	5/750/P&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™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

<sup>2</sup> Based on stamped wear diameter max.

## Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems <sup>1</sup>	
Standard System <sup>2</sup>	1/100/P&L
PreSet by Meritor <sup>3</sup>	5/500/P&L
AxlePak4 <sup>4</sup>	4P/3L
Beam and Brackets	5/500/P, 1/100/L
AxlePak6 <sup>5</sup>	6P/5L
Beam and Brackets	6/600/P, 1/100/L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>2</sup> When installed by Meritor.

<sup>3</sup> Requires approved hubcap stating PreSet by Meritor on hubcap face.

<sup>4</sup> Applies to STEMCO Guardian HP Seal, STEMCO Pro-Torq nut, STEMCO Integrated Sentinel Hub Cap, and Meritor bearings.

<sup>5</sup> Applies to STEMCO Guardian HP Seal, STEMCO Pro-Torq nut, STEMCO Integrated Sentinel Hub Cap, and STEMCO matched bearing sets.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## TAG/Pusher Axles<sup>1</sup>

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L
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<sup>1</sup> For brake components and ABS Coverage, refer to appropriate product warranties.

## Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L
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## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/Unl/P, 5/Unl/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/Unl/P, 5/Unl/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

<sup>1</sup> Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

<sup>2</sup> "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding 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

- |                       |                                   |                              |                        |
|-----------------------|-----------------------------------|------------------------------|------------------------|
| ■ Aerial Ladder Truck | ■ Front Engine Commercial Chassis | ■ Municipal Truck            | ■ Refrigerated Freight |
| ■ Aerial Platform     | ■ Front Engine Integral Coach     | ■ Newspaper Delivery         | ■ School Bus           |
| ■ Ambulance           | ■ General Freight                 | ■ Pick-Up and Delivery       | ■ Stake Truck          |
| ■ Auto Hauler         | ■ Intercity Coach                 | ■ Pipe Hauler                | ■ Tanker               |
| ■ Beverage Truck      | ■ Intermodal Chassis              | ■ Platform Auto Hauler       | ■ Tanker Truck         |
| ■ Chip Hauler         | ■ Livestock Hauler                | ■ Pumper                     | ■ Tour Bus             |
| ■ Cross Country Coach | ■ Meat Packer                     | ■ Rear Engine Integral Coach | ■ Wrecker              |
| ■ Flatbed             | ■ Moving Van                      | ■ Recreational Vehicles      |                        |

## 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 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.

## Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FF-967	MFS-6-162B-N	MFS-8-153B-N	MFS-12-144A-N	MFS-16-143A-N
FF-941	FG-941	MFS-6-153C-N	MFS-8-163B-N	MFS-12E-143A-N	MFS-18-133A-N
FF-942	FH-941	MFS-6-162C-N	MFS-10-122A	MFS-13-122A-N	MFS-20-133A-N
FF-943	FH-946 <sup>1</sup>	MFS-7-113C-N	MFS-10-143A-N	MFS-13-143A-N	
FF-944	FL-941	MFS-7-153C-N	MFS-10-144A-N	MFS-13-144A-N	
FF-946	FL-943	MFS-7-163C-N	MFS-12-122A-N	MFS-14-122A-N	
FF-961	MFS-6-151A-N	MFS-8-113B-N	MFS-12E-122A-N	MFS-14-143A-N	
FF-966	MFS-6-153B-N	MFS-8-143A-N	MFS-12-143A-N	MFS-16-122A-N	

<sup>1</sup> Can also be used with reduced steer angles in tag position in Coach Applications.

## Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-23-160	MS-26-616	79163
MS-19-14X	RC-22-145	RS-23-161	MS-26-616-SP	
RS-17-144/145/A	RC-22-145/A	RS-23-161	RS-30-185	
RS-19-144/145/A	RC-23-160	RS-23-186	MS-30-616	
MS-21-14X	RC-23-161	RS-24-160	MS-30-616-SP	
MS-21-144	RC-23-162 <sup>1</sup>	RC-25-160	RS-35-380	
RS-21-145	RC-23-165 <sup>1</sup>	RS-25-160	71162	
RS-21-145/A	RS-23-160	RS-26-185	71163	

<sup>1</sup> 3/Unl/P&L if PreSet by Meritor.

## Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P	RT-46-164EH/P
RT-46-160/P	RT-50-160/P

## 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

## Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-58-616
RT-34-144/P/A	RT-44-145/P	RT-58-185 <sup>1</sup>
MT-40-14X/P	RT-46-169	MT-70-380
MT-40-144/P	MT-52-616	RZ-166
RT-40-145/A	RT-52-185 <sup>1</sup>	RZ-188

<sup>1</sup> 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.



# GENERAL SERVICE WARRANTY INFORMATION

## Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
LX500 Feature <sup>1</sup>	3/Unl/P&L
Cam P <sup>3</sup>	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>3</sup>	2/200/P&L
ASA	3/Unl/P
ASA <sup>3</sup>	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

<sup>2</sup> Based on stamped wear diameter max.

<sup>3</sup> Applies to Tour Bus and Cross Country Coach only.

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L
AxlePak <sup>4</sup>	4P/3L
Beam and Brackets	5/Unl/P, 1/Unl/L
AxlePak <sup>5</sup>	6P/5L
Beam and Brackets	6/Unl/P, 1/Unl/L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L

<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>3</sup> When installed by Meritor

<sup>4</sup> Applies to STEMCO Guardian HP Seal, STEMCO Pro-Torq nut, STEMCO Integrated Sentinel Hub Cap, and Meritor bearings.

<sup>5</sup> Applies to STEMCO Guardian HP Seal, STEMCO Pro-Torq nut, STEMCO Integrated Sentinel Hub Cap, and STEMCO matched bearing sets.

(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 <sup>1</sup>	
Standard System	1/Unl/P&L
AxlePak <sup>2</sup>	4P/3L
Beam and Brackets	7P/1L
AxlePak <sup>3</sup>	6P/5L
Beam and Brackets	7P/1L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>2</sup> Applies to STEMCO Guardian HP Seal, STEMCO Pro-Torq nut, STEMCO Integrated Sentinel Hub Cap, and Meritor bearings.

<sup>3</sup> Applies to STEMCO Guardian HP Seal, STEMCO Pro-Torq nut, STEMCO Integrated Sentinel Hub Cap, and STEMCO matched bearing sets.

## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/Unl/P, 5/Unl/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	7/Unl/P, 5/Unl/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 <sup>3</sup>	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor

<sup>2</sup> "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding 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.

<sup>3</sup> Raw wood applications 3/Unl/P, 1/Unl/L

## TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets <sup>1</sup>	3/Unl/P, 1/Unl/L
MC12002, MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> 3/UNL/P&L if sold with PreSet by Meritor.

## Meritor® Tire Inflation System by PSI

MTIS Components	3/500/P&L
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# HEAVY SERVICE 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
- Rapid Intervention Vehicle (RIV)
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- 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

- 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 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.

## Front Drive/Non-Drive Steer Axles – 2/Uni/P&L

FD-965	FG-941	MFS-6-162C	MFS-10-144A-N	MFS-13-155	MX-10-120	MX-23-160
FF-941	FG-943	MFS-7-113C-N	MFS-12-122	MFS-14-122	MX-12-120	MX-23-810
FF-942	FH-941	MFS-7-153C-N	MFS-12E-122	MFS-14-143A-N	MX-14-120	
FF-943	FH-946	MFS-7-163C-N	MFS-12-143A-N	MFS-16-122A-N	MX-16-120	
FF-944	FL-941	MFS-8-113B-N	MFS-12-144A-N	MFS-16-143A-N	MX-18-120	
FF-946	FL-943	MFS-8-153B-N	MFS-12-155	MFS-18-133A-N	MX-17-140	
FF-961	MFS-6-151A-N	MFS-8-163B-N	MFS-13-122	MFS-20-133A-N	MX-19-140	
FF-966	MFS-6-153B	MFS-10-122A	MFS-13-143A-N	RF-16-145	MX-21-140	
FF-967	MFS-6-162B	MFS-10-143A-N	MFS-13-144A-N	RF-21-160	MX-21-160	

## Drivelines – 1/Uni/P&L

RPL                      92N                      MXL

## Rear Drive Single Axles – 2/Uni/P&L

MS-17-14X	RS-23-160	MS-30-616-SP
RS-17-144/145/A	RC-23-161	RS-30-185/380
MS-19-14X	RS-23-161	MS-35-380
RS-19-144	RS-23-186/380	RS-38-380
MS-21-114	RC-23-162	RC-25-160
MS-21-14X	RC-23-165	RC-26-633
RS-21-145	RS-24-160	MT-58-616
RS-21-145/A	RS-25-160	MT-58-616-SP
RS-21-160	MS-26-616	71162
RC-22-145	MS-26-616-SP	71163
RC-23-160	RS-26-185/380	79163
RH-23-160	MS-30-616	



# HEAVY SERVICE WARRANTY INFORMATION

## Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	RT-44-145/P	MT-58-616	RZ-166
RT-34-144/P/A	RT-46-169	MT-58-616-SP	RZ-188
MT-40-14X/P	MT-52-616	RT-58-185/380 <sup>1,2</sup>	
RT-40-145/A	MT-52-616-SP	RT-70-380	
MT-44-14X/P	RT-52-185/380 <sup>1,2</sup>	MT-70-380	

<sup>1</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.  
<sup>2</sup> 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 <sup>3</sup>	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>2</sup>	2/100/P&L
ASA	3/Unl/P
ASA <sup>2</sup>	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

<sup>1</sup> Based on stamped wear diameter max.  
<sup>2</sup> Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.  
<sup>3</sup> Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

## Transfer Cases – 1/Unl/P

MTC-4208	MTC-4213	T-2119
MTC-4210	T-2111	T-2120

## Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P/A <sup>3</sup>
RT-46-160/P/A <sup>1,3</sup>
RT-46-164EH/P/A <sup>2,3</sup>
RT-50-160/P/A <sup>3</sup>

<sup>1</sup> U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.  
<sup>2</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.  
<sup>3</sup> 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 by PSI

MTIS Components	3/500/P&L
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## Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components <sup>1</sup>	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 <sup>1</sup>	5/Unl/P, 3/Unl/L

<sup>1</sup> Raw wood applications 3/Unl/P, 1/Unl/L  
 (For axle and ABS coverage, refer to appropriate product warranties.)

## Center Non-drive Axles – 2/Unl/P&L

MC26000
71063
79063

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L.  
<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.  
<sup>3</sup> When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

# 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 requires 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.

### Drive Steer Axles – 1/Unl/P

MOR	MOX	MOC
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### Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	FL - 943	MFS-16-143A-N
FF - 943	MFS-12-143A-N	MFS-18-133A-N
FF - 961	MFS-12-144A-N	MFS-20-133A-N
FF - 966	MFS-13-143A-N	MON-ZO FAMILY
FG - 941	MFS-13-144A-N	
FG - 943	MFS-14-143A-N	
FL - 941	MFS-16-122A-N	

### Planetary Axles – 1/Unl/P

MOR	MOX	MOC	MOT
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### Rear Drive Single Axles – 1/Unl/P

RS-23-186	RS-24-160-SP	RS-30-185
RS-23-380	MS-30-616	RS-30-380
RS-24-160	MS-30-616-SP	MS-35-380

### Drivelines – 1/Unl/P

RPL	MXL
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### Rear Drive Tandem Axles – 2/Unl/P

MT-44-14X/P	MT-58-616	RT-44-145/P	RT-50-160/P
MT-52-616	MT-58-616-SP	RT-46-160/P	RZ-166
MT-52-616-SP	MT-70-380	RT-46-164EH/P	

### 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



# 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.

#### 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 Inc. 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 sold 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.

Vehicle models, brands and names depicted herein are the property of their respective owners, and are not in any way associated with Meritor, Inc., or its affiliates.



Meritor Heavy Vehicle Systems, LLC  
2135 West Maple Road  
Troy, Michigan 48084 USA

For more information:  
call Ontrac at 866-668-7221  
or visit [meritor.com](http://meritor.com)

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# 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:

<b>Coverage:</b>	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
<b>Warranty Begins:</b>	The date of the original purchase invoice (issued when the product ships from the factory).
<b>Warranty Period Ends After:</b>	Three (3) Years
<b>Conditions and Exclusions:</b>  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).

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.



# 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:

<b>Coverage:</b>	<b>The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Three (3) Years -or- 30,000 Miles</b>
<b>Conditions and Exclusions:  See Also Paragraphs 2 thru 4</b>	<b>This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.</b>

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.



# Fire and Rescue Apparatus

## Ten (10) Year Pro-Rated Paint and Corrosion

### Cab

## Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years</b>
<b>Conditions and Exclusions:</b>	<p><b>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</b></p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b>  0-72 months 100%  73-96 months 50%  97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b>  0-36 months 100%  37-84 months 50%  85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b>  0-36 months 100%  37-48 months 50%  49-72 months 25%  73-120 months 10%</p> <p><b>Corrosion Perforation</b>  0-120 months 100%</p> <p><b>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</b></p> <p><b>Items not covered by this warranty include:</b>  <b>(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).</b>  <b>(b) UV paint fade.</b>  <b>(c) Any cab not manufactured by Pierce.</b></p>
<b>See Also Paragraphs 2 thru 4</b>	

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Pro-Rated Paint and Corrosion Custom Body Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years</b>
<b>Conditions and Exclusions:</b>	<p><b>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</b></p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b>  0-72 months 100%  73-96 months 50%  97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b>  0-36 months 100%  37-84 months 50%  85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b>  0-36 months 100%  37-48 months 50%  49-72 months 25%  73-120 months 10%</p> <p><b>Corrosion Perforation</b>  0-120 months 100%</p> <p><b>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</b></p> <p><b>Items not covered by this warranty include:</b>  (a) <b>Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).</b>  (b) <b>UV paint fade.</b>  (c) <b>Any cab not manufactured by Pierce.</b></p>
<b>See Also Paragraphs 2 thru 4</b>	

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# 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

## Ten (10) Year Structural Integrity Apparatus Body Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>The apparatus body shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- (a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
- (b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
- (c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
- (d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Material and Workmanship Pierce 12V LED Strip Light *Limited Warranty*

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<b>Coverage:</b>	<b>This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (Issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Year</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.</b>

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.



# 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:

<b>Coverage:</b>	<b>Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>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.</b>  <b>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.</b>

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.



# 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.

<b>Coverage:</b>	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to \$10,000 per occurrence is available for the first three (3) years.
<b>Warranty Begins:</b>	The date of delivery to the first retail purchaser.
<b>Warranty Period Ends After:</b>	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
<b>Conditions and Exclusions:</b>	<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.

 **UNITED PLASTIC FABRICATING, INC.**  
**WARRANTY**  
**FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™**

## LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

 **UNITED PLASTIC FABRICATING, INC.**  
**WARRANTY**  
**FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™**

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

**UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.**

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

**THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.**



# 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)



**Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011**

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is \$60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.



# 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:

<b>Coverage:</b>	<b>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.</b>
<b>Warranty Begins:</b>	<b>The date of delivery.</b>
<b>Warranty Period Ends After:</b>	<b>Fifty - Four (54) months</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.</b>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- (a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
- (b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
- (c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
- (d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

# Limited Warranty on New Detroit Diesel DD13 Engines Used In Fire Truck or Crash Vehicle Applications



## Terms of Coverage:

### Uses

This warranty applies to the first retail purchaser and subsequent owners during the WARRANTY PERIOD of new DD13 Engines (referred to as Engine) manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (which are collectively referred to as Detroit Diesel) for use in fire truck or crash vehicle applications.

### Defects

This warranty covers Engine REPAIRS to correct any malfunction occurring during the WARRANTY PERIOD resulting from defects in material or workmanship.

### Repairs

To obtain warranty repairs, you must request the needed repairs within the WARRANTY PERIOD from an authorized Detroit Diesel service outlet. Only new genuine parts, remanufactured parts or components supplied or approved by Detroit Diesel will be used. Detroit Diesel may, at its discretion, replace rather than repair components. A reasonable time must be allowed to perform the warranty repair after taking the engine to the authorized service outlet. Repairs will be performed during normal business hours.

### Warranty Period

The WARRANTY PERIOD begins on the date the Engine is delivered to the first retail purchaser or put in use prior to sale at retail, whichever date occurs first, and ends at the time or mileage/kilometer limits shown below:

WARRANTY PERIOD				
Item	Warranty Limitations (Whichever Occurs First)		Repair Charge To Be Paid By Owner	
	MONTHS	MILES/KM	PARTS	LABOR
Engine	0-60	0-100,000 mi 0-160,000 km	No Charge	No Charge
Accessories*	0-24	0-100,000 mi 0-160,000 km	No Charge	No Charge

\* Fire Commander warranty is two year/unlimited mileage.

### Service Supplies

The cost of service supplies such as coolant, oil and filters which are not reusable due to needed repairs is covered by this warranty.

### Like Replacement Engine

Engine(s) supplied by Detroit Diesel as a replacement for an Engine still under warranty will assume the identity of the Engine being replaced and be entitled to the remaining warranty coverage.

### Engine Removal and Reinstallation

Reasonable labor costs for engine removal and reinstallation, when necessary to make a warranty repair, are covered by this warranty.

### Towing

During the base warranty period reasonable towing costs to the nearest authorized service outlet are covered by the warranty when due to warrantable failure and the engine is either inoperable, cannot be safely operated or continued operation would cause further damage to the Product.

## This Warranty Does Not Cover:

### Repairs Due To Accidents, Misuse, Alteration, Storage Damage, Negligence Or Certain Modifications

Repairs due to an accident, misuse, alteration, misapplication, storage damage, negligence or modification exceeding Detroit Diesel specifications, are not covered by this warranty.

### Maintenance

Detroit Diesel is not responsible for the cost of maintenance or repairs due to lack of performance of required maintenance services or the failure to use fuel, oil, lubricants and coolant meeting Detroit Diesel-recommended specifications. Performance of the required maintenance and use of proper fuel, oil, lubricants and coolant are the responsibility of the owner. See the Engine Operator's Guide for full details.

### Incidental or Consequential Damages

Detroit Diesel is not responsible for incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, loss of use of the Engine or vehicle ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.

### Other Limitations

The performance of REPAIRS is the exclusive Owner's remedy under this warranty. Detroit Diesel does not authorize any person to assume or create for it any other obligation or liability in connection with the Engine or the Accessories.

THIS LIMITED WARRANTY AND THE EMISSIONS CONTROL WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE ENGINE AND ACCESSORIES AS USED IN FIRE TRUCK OR CRASH VEHICLE APPLICATIONS. DETROIT DIESEL MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DETROIT DIESEL SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DESCRIBED ABOVE.

Some states do not allow the limitation of how long this warranty may last or the limitation or exclusion of incidental or consequential damages, so the above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.



13400 Outer Drive, West / Detroit, Michigan 48239-4001  
Telephone: 313-592-5000  
www.detroitdiesel.com



# CITY OF SOUTH PASADENA

## INTER-OFFICE MEMORANDUM

**Date:** July 20, 2016

**To:** City Council

**From:** Paul Toor, Public Works Director 

**Via:** Sergio Gonzalez, City Manager

**Re:** Agenda Item No. 14 – Award of Contract to GK & Associates for Inspection and Construction Management Services for the Fletcher Avenue Street Improvement Project and Street Preventative Maintenance Project

The purpose of this memorandum is to provide the detailed fee information to recommend award of consulting services to GK & Associates for inspection and construction management services for the Fletcher Avenue Street Improvement Project and Preventative Maintenance Project. This item is scheduled for consideration at the July 20, 2016 Regular City Council Meeting.

A Request for Proposals (RFP) was advertised on the City of South Pasadena's (City) website, on the Integrated Marketing System, and direct-mailed to selected firms experienced in inspection and construction management services for municipal capital improvement projects. Six firms responded to the RFP. Staff reviewed the proposals and ranked as follows:

Firm	Fletcher Avenue Project Fee	Preventative Maintenance Project Fee
GK & Associates, <i>Diamond Bar</i>	\$ 58,500	\$32,580*
KOA Corporation, <i>Monterey Park</i>	\$ 65,520	\$54,080
Citadel, <i>Pasadena</i>	\$ 60,250	\$59,250
Southstar Engineering, <i>Riverside</i>	\$ 66,450	\$47,538
ERSC, <i>Irvine</i>	\$101,700	\$91,000
DMR Team, Inc., <i>Culver City</i>	\$ 54,000	\$46,000

\* Negotiated price. Original proposal was \$53,100.

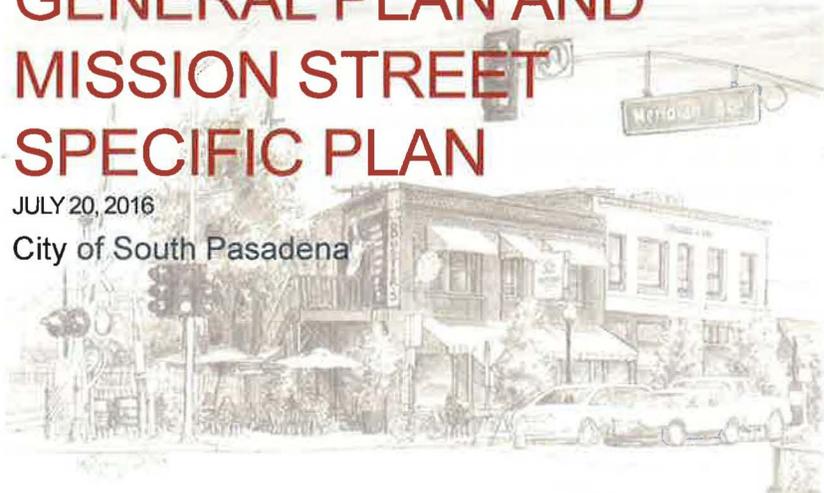
After rating the proposals, the fee schedules for the shortlisted firms were opened. GK & Associates was ranked as the best qualified firm to provide the inspection and construction management services for the proposed two (2) projects. As both projects will run concurrently, staff negotiated the price by reducing number of hours for the Preventative Maintenance Project optimizing the consultant staff time. Based upon the scope of work and construction duration of each project, the proposal fees are just and reasonable.

**Memo to Council – Agenda Item No. 14 - GK & Associates Agreement for the Fletcher Avenue Street Improvement Project and Street Preventative Maintenance Project**  
**July 20, 2016**  
**Page 2 of 2**

Government Code Section 4526 states that professional services contracts are to be bid based on qualifications rather than on price:

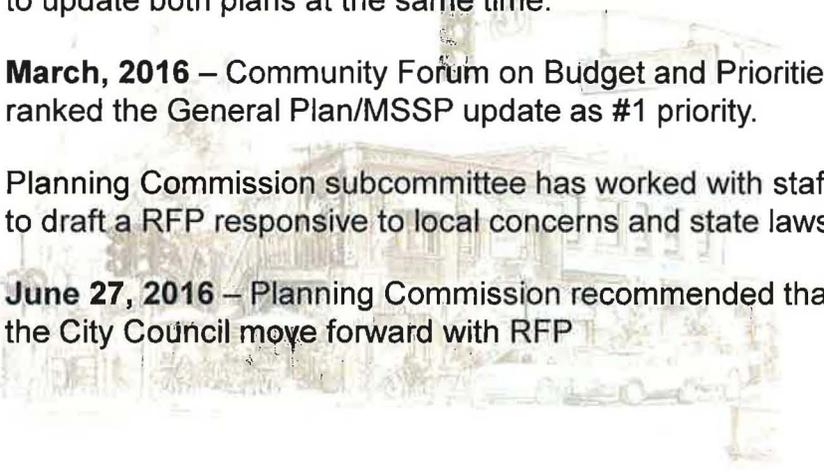
*Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.*

GK & Associates is a smaller full-service engineering firm based in Diamond Bar. GK & Associates has provided similar inspection services and construction management services to the Cities of Brea, Downey, and Norwalk. GK & Associates has provided similar construction management and inspection services for five recent City projects: Mission Street Improvement Project, Foothill Street Improvement Project, San Pasqual Avenue Improvement Project, Pasadena Avenue Street Improvement Project Phase I and Phase II, and Moffatt Mound Rollin Street Improvement Project. After checking GK & Associates' references, staff recommends awarding the inspection and construction management services on the Fletcher Avenue Street Improvement Project and Preventative Maintenance Project to GK & Associates.



# RFP TO UPDATE THE GENERAL PLAN AND MISSION STREET SPECIFIC PLAN

JULY 20, 2016  
City of South Pasadena



## Background

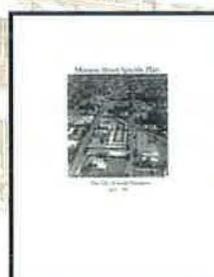
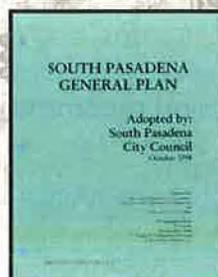
- **2014 – 2015:** Strategic planning objective to save up funds to update both plans at the same time.
- **March, 2016** – Community Forum on Budget and Priorities ranked the General Plan/MSSP update as #1 priority.
- Planning Commission subcommittee has worked with staff to draft a RFP responsive to local concerns and state laws
- **June 27, 2016** – Planning Commission recommended that the City Council move forward with RFP

## Background

- **Special thanks to past and present Planning Commission subcommittee members:**
  - Tony George & Steve Friedman
  - Richard Tom (Replaced Commissioner Friedman)
  - Evan Davis (Temporary replacement for Commissioner George)
  - Kelly Koldus (Permanent replacement for Commissioner George)

## GP/MSSP Update RFP

- **Four Components:**
  - General Plan Update
  - Mission Street Specific Plan Update
  - Public Engagement Program
  - Environmental Impact Report (EIR)



## General Plan Update - Key Issues

City of South Pasadena

- Mobility, parking, traffic
- Beyond the 710
- “Catching up” with State laws:
  - Complete Streets
  - Greenhouse Gas Emissions
  - Climate Change Vulnerabilities & Adaptation

Land Use Policy Map

## General Plan Update – Key Issues

- Economic Development Element
- Updated General Plan needs to be legally compliant
  - Internal Consistency – Land Use Element updated to included new “horizon year,” related population, housing and employment projections
  - Other elements updated as needed to maintain internal consistency
- No major changes to Land Use map anticipated
- Housing Element certified in 2014 – not a part of this update

## MSSP Update – Key Issues

- Mobility, traffic, parking, parking management
- Gold Line access – “First Mile/Last Mile”
- Relook land use regulations and standards
- Reformat and streamline document
  - User-friendly
  - Facilitate administration



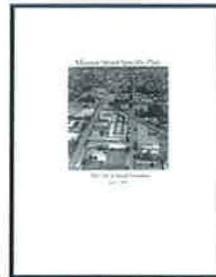
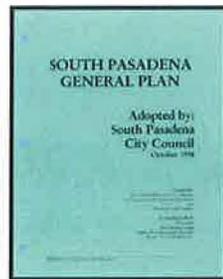
## Public Engagement

- MOST IMPORTANT COMPONENT OF UPDATE
- Inclusive and robust
- RFP gives consultants flexibility to propose a program that maximizes effectiveness in a cost-effective manner (social media, meetings, etc.)
- Bifurcate at times – MSSP will get into more detail than General Plan



## Environmental Impact Report

- Environmental clearance for General Plan and MSSP
- More public engagement at this stage
- Important to have EIR consultant on board early so data collection can feed public engagement efforts.
- New CEQA requirements re: Greenhouse gas emissions



## Recommendation

- The Planning Commission and staff recommend that the City Council approve the Request for Proposals (RFP) for updating the General Plan (GP) and the Mission Street Specific Plan (MSSP).



# UNREINFORCED MASONRY BUILDINGS HAZARD REDUCTION ORDINANCE

JULY 20, 2016

City of South Pasadena

## Background

- 1986 – South Pasadena adopted an Earthquake Hazard Reduction Ordinance (EHR)
- 2004 – San Simeon Earthquake, Paso Robles
- URM building collapse – 2 deaths



Before the Earthquake



After the Earthquake

## Background

- After the Paso Robles earthquake, the State enacted a law requiring all URM building owner to post a 5-inch by 7-inch sign that states:  
*This is an unreinforced masonry building. Unreinforced masonry buildings may be unsafe in the event of a major earthquake.*
- Trigger for posting sign is notification that the City has identified the building as a URM.
- In addition, for buildings not in compliance with the state URM Building Law, a second sign is required that states:  
*Earthquake Warning: This is an unreinforced masonry building. You may not be safe inside or near an unreinforced masonry building during an earthquake.*

## Background

- In November 2014, following the Napa Earthquake, the City Council directed staff to review the URM Building status and update the City's EHR Ordinance.
  - 60 URM buildings were identified as URM
  - 33 URM buildings were determined to be in compliance
  - 27 URM buildings were determined to not be in compliance
  - Building owners have not voluntarily complied with sign posting requirement.



## Proposed EHR Ordinance

- All owners of URM buildings identified by the City as not being in compliance with the state URM Building Law will be notified by a Service Order;
- Upon receipt of the Service Order, building owners will have 180 calendar days to take the following action:
  - 1) Prove that their building was incorrectly identified as a URM building;
  - 2) **Option 1:** Contract with an appropriate engineer to prepare URM hazard mitigation plans; or
  - 3) **Option 2:** Notify the City of intent to demolish.

## Proposed EHR Ordinance

- **Option 1: Compliance by Structural Alteration**
  - Within twelve (12) months of delivery of the Service Order, building owners will be required to submit plans to the Planning and Building Department for URM hazard mitigation.
  - Within twenty-one (21) months of delivery of the Service Order, building owners must obtain plan check approval for their URM hazard mitigation plans
  - Within twenty-four (24) months of delivery of the Service Order, building owners must obtain a building permit and commence URM hazard mitigation work;

## Proposed EHR Ordinance

- **Option 1: Compliance by Structural Alteration (cont.)**  
Within thirty-six (36) months of delivery of the Service Order, building owners must complete the URM hazard mitigation work and have the permit finalized by the Planning and Building Division.
- **Option 2: Compliance by Demolition**  
After obtaining all necessary City approvals within twelve (12) months of delivery of the Service Order, building owners must obtain a demolition permit and commence demolition. Demolition must be completed within 18 months of the Service Order.

## Sign Posting

- All URMs required to post sign at least one sign.
- Building owner not in compliance with the state URM Building Law must post a second sign.
- Signs shall to be placed 75" – 85" above walking surface
- Signs shall be posted on or adjacent to all entry doors used by employees or the public.
- Alternate sign locations can be approved by Director of Planning & Building

## Recommendation

- Staff recommends that the City Council read by title only for first reading, waive further reading, and introduce an ordinance amending the South Pasadena Municipal Code by adopting by reference and amending Chapter 96, Earthquake Hazard Reduction, for existing unreinforced masonry bearing wall buildings of the 2014 Los Angeles Building Code

**Desiree Jimenez**

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**From:** [REDACTED]  
**Sent:** Tuesday, July 19, 2016 9:59 AM  
**To:** Desiree Jimenez  
**Subject:** Note about discussion for item 21 at council meeting on 7-20

Dear Ms. Jimenez,

Thank you for your assistance the other day at the City Clerk's office. As we discussed, I may not be able to attend the city council meeting this Wednesday. As you suggested I am submitting this list of questions to you to forward on to others who will be discussing the agenda item number 21, this Wednesday, July 20, 2016. I hope that the following will be included in the discussion:

A point person within the City to assist those involved with the project. Someone who is familiar with all the details would be a valuable way to keep the projects moving forward smoothly.

A few discussion group meetings led by the point person to answer questions, give direction, meet time lines and encourage shared experiences and knowledge from participants. Also, creating a resource guide and/or providing links to pertinent information would be helpful.

The aspect of how historical properties fit into the context of the project: requirements, and financing availability.

It would also be helpful to address the availability of financing from government agencies, as well as the tax advantages, tax consequences and tax waivers.

Once again thank you for your efforts and time, John Turk

*CC: Council; CM; CA; CCC; P+B; Reference Binder; Original to 7/20/16 Addl Docs*

Additional Material  
AGENDA ITEM # 21  
7/20/16 City Council Mtg.