

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE  
AGREEMENT FOR A NEW FIRE TRUCK WITH LADDER WITH THE  
PIERCE MANUFACTURING, INC., AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of Chagrin Falls Fire Department needs to purchase One (1) Pierce Custom 1250 GPM 76' Quint (the "Vehicle") for the Village Fire Department from Pierce Manufacturing, Inc. to provide continued safety to the citizens of the Village of Chagrin Falls; and

WHEREAS, the Village desires to enter into a state purchase agreement with the Pierce Manufacturing, Inc. with respect to said Vehicle.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement to purchase one (1) Pierce Custom 1250 GPM 75' Quint. The total sum for said purchase is set forth in the Proposal for State Purchase Custom 75' Quint, and the Proposal shall be initially certified for Six Hundred Ninety-Two Thousand Four Hundred One and 00/100 (\$692,401.00). A copy of the Proposal for State Purchase Custom 75' Quint is attached hereto and incorporated herein as "Exhibit A," provided that such agreement shall be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purposes of leasing said Vehicle for the Village.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

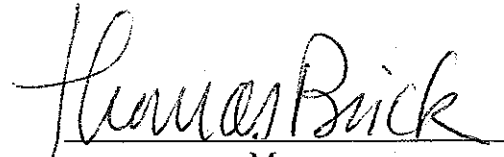
SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may provide for continued safety to its citizens in a timely manner with the addition of this Vehicle and thereby protect the public health, safety and welfare; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: May 12, 2014

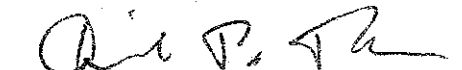
  
\_\_\_\_\_  
Council President

Submitted to the Mayor for  
his approval on this  
13 day of May, 2014

Approved by the Mayor  
May 13, 2014

  
\_\_\_\_\_  
Mayor

I hereby certify that Ordinance No. 2014- 29 was duly enacted on the 12 day of May, 2014, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
\_\_\_\_\_  
Clerk of Council

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001 CERTIFIED



2600 AMERICAN DRIVE  
POST OFFICE BOX 2017  
APPLETON, WISCONSIN 54912-2017  
920-832-3000 • FAX 920-832-3208  
www.piercemfg.com

June 24, 2014

Terry Goldhammer  
**CHAGRIN FALLS FIRE DEPARTMENT**  
21 West Washington Street  
Chagrin Falls, OH 44022

Re: New Fire Apparatus – 28145TR

Thank you for your recent purchase of **ONE (1) PIERCE IMPEL AERIAL 75' HEAVY DUTY LADDER.**

~~We are pleased to formally accept this order and have enclosed a copy of the signed Agreement for your files.~~

Also, pursuant to your request, please find enclosed an original copy of the Performance and Payment Bond in the amount of Seven Hundred Twenty-Two Thousand, Seven Hundred Eighty-Six Dollars (\$722,786.00).

The opportunity to place this **PIERCE** apparatus in your fire department is greatly appreciated. We are certain it will fulfill your every requirement.

Pierce Manufacturing, Inc., and your authorized Pierce Representative, Finley Fire Equipment, Co., Inc., thank you for your business.

Yours very truly,

**PIERCE MANUFACTURING, INC.**

A handwritten signature in black ink, appearing to read "Dave J. Stoffel".

Dave J. Stoffel  
Sr. Manager, Order Management

DJS/kp

Enclosures

Cc: Finley Fire Equipment, Co., Inc., w/enclosures



PERFORM, LIKE NO OTHER

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and the Village of Chagrin Falls, Ohio, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "Pierce Proposal" means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. "Acceptance" The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$722,786.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 2 months of the Effective Date of this Agreement, F.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the

material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.  
Director of Order Management  
2600 American Drive  
Appleton WI 54912  
Fax (920) 832-3080

Customer  
Village of Chagrin Falls, Ohio  
21 W Washington St  
Chagrin Falls, OH 44022

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000  
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000  
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

12. Omitted

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Ohio.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

Name: 

Title: Sp. Mgr. Order Mgt.

Date: 6-17-2014

CUSTOMER: Village of Chagrin Falls, Ohio

Name: 

Title: Mayor

Date: June 5, 2014

EXHIBIT A

**PURCHASE DETAIL FORM**

Pierce Manufacturing, Inc.  
Director of Order Management  
2600 American Drive  
Appleton WI 54912  
Fax (920) 832-3080

Date: 6-2-2014

Customer Name: Village of Chagrin Falls, Ohio

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Impel	75' HAL Quint	\$722,786.00
			\$
			\$
			\$
			\$

Full prepayment discount of \$30,385.00 due within 30 days after receipt of order @ Pierce Mfg Inc

Warranty Period: 12 months

Training Requirements: Per Fire Dept

Other Matters: 100% performance bond shall be provided

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: COD

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF June 2, 2014 BETWEEN PIERCE MANUFACTURING INC. AND Village of Chagrin Falls WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

ON FILE WITH FIRE DEPARTMENT



**SERVICE AND WARRANTY SUPPORT**

Pierce dealership support will be provided by Finley Fire Equipment Inc by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within twenty five (25) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyawega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via [Pierceparts.com](http://Pierceparts.com) which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVT's, and offers hands-on repair and maintenance training classes multiple times a year.

**SINGLE SOURCE MANUFACTURER**

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheetmetal enclosure, valve controls, piping and operators panel) body and aerial device will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

**NFPA 2009 STANDARDS**

This unit will comply with the NFPA standards effective January 1, 2009, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

**ENGINE WARRANTY**

A Cummins five (5) year limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

**STEERING GEAR WARRANTY**

A TRW one (1) year limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**FIFTY (50) YEAR STRUCTURAL INTEGRITY**

The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, is included with this proposal..

**FRONT AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

**REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

**FIVE (5) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal..

**CAMERA SYSTEM WARRANTY**

A Pierce fifty four (54) month warranty will be provided for the camera system.

**COMPARTMENT LIGHT WARRANTY**

A ten (10) year material and workmanship limited warranty will be provided for the Pierce 12 volt DC LED strip lights. The warranty will cover the LED strip lights to be free from defects in material and workmanship that would arise under normal use.

A copy of the warranty certificate will be submitted with the bid package (No Exception).

**TRANSMISSION WARRANTY**

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

**TRANSMISSION COOLER WARRANTY**

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

**WATER TANK WARRANTY**

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A six (6) year limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

**PUMP WARRANTY**

A Hale pump limited warranty certificate, WA0248, is included with this proposal..

**TEN (10) YEAR PUMP PLUMBING WARRANTY**

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

**TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY**

The Pierce device limited warranty certificate, WA0052, is included with this proposal.

**AERIAL SWIVEL WARRANTY**

An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**HYDRAULIC SYSTEM COMPONENTS WARRANTY**

Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty.

**HYDRAULIC SEAL WARRANTY**

Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty.

A copy of the warranty certificates will be submitted with the bid package.

**AERIAL WATERWAY WARRANTY**

An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**FOUR (4) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

**TWO (2) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY**

A Harrison Hydra-Gen limited warranty certificate, WA0051, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

**VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

**ENGINE INSTALLATION CERTIFICATION**

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of bid.

**POWER STEERING CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

**CAB INTEGRITY CERTIFICATION**

The certification must state that the cab must meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.
- Roof Crush

The cab will be subjected to a roof crush force of 22,500 lbs. This value meets the ECE 29 criteria and is equivalent to the front axle rating up to a maximum of 10 metric tons.

- Additional Roof Crush

EXHIBIT C

PIERCE PROPOSAL

ON FILE WITH FIRE DEPARTMENT



# Proposal for State Purchase Custom 75' Quint

DATE: March 14<sup>th</sup>, 2014

TO: Chagrin Falls, Ohio

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices;

One (1) Pierce Custom 1250 GPM 75' Quint for the total sum of -----	\$	722,786.00
	Prepayment discount \$	(30,385.00)
	Total prepaid amount \$	<u>692,401.00</u>

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflict, failure to obtain chassis, materials, or other causes beyond our control not preventing, within about 270-300 calendar days after receipt of this order and the acceptance thereof at our office in Appleton, Wisconsin, and to be delivered to you at

**Chagrin Falls Fire Department  
Chagrin Falls, Ohio**

The specifications herein contained shall form a part of the contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of the bid, except as shall be modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

**PIERCE MANUFACTURING, INC.**

**Finley Fire Equipment  
5255 St Rt 60 McConnelsville, Ohio 43756  
(800) 545-3280 / (740) 962-5422 Fax**

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

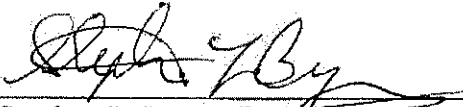
Andrew VanElzen

**Andrew VanElzen, District Sales Manager:  
(330) 224-6020**

# EXHIBIT "A"

**ADDENDUM TO THE AGREEMENT**  
**BETWEEN THE VILLAGE OF CHAGRIN FALLS AND**  
**PIERCE MANUFACTURING, INC.**

Approved as to form:

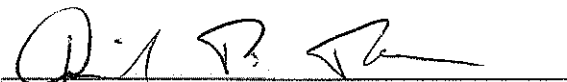
  
\_\_\_\_\_  
Stephen L. Byron, Law Director

6/2/2014  
Date

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date: 6/2/14

  
\_\_\_\_\_  
David Bloom, Director of Finance  
Village of Chagrin Falls

Bond No. 09146922

Fidelity and Deposit Company of Maryland  
HOME OFFICE  
3910 KESWICK ROAD BALTIMORE, MARYLAND 21211

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, Pierce Manufacturing Inc.  
2600 American Drive, Appleton, WI 54912

Fidelity and Deposit Company of Maryland  
(hereinafter called Principal), as Principal and 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056,  
a corporation organized and existing under the laws of the State of MD with its principal office in the City of  
Schaumburg, IL, (hereinafter called Surety) as Surety are held and firmly bound unto  
Village of Chagrin Falls

(hereinafter called the Owner) and to all persons who furnish labor or material directly to the Principal for use in  
the prosecution of the work hereinafter named, in the just and full sum of Seven Hundred Twenty Two  
Thousand Seven Hundred Eighty Six Dollars and 00/100 Dollars (\$22,786.00)  
to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their  
respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 17th  
day of June, 2014, for One (1) Pierce Impel Aerial 75' Heavy-Duty Ladder

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length  
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal  
shall fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations  
imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for labor  
and material entering into the work, and if the said Principal shall pay all persons who shall have furnished labor  
or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons  
shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject,  
however, to the Owner's priority, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on  
this instrument unless the same be brought or instituted and process served upon the Surety within two years  
after completion of the work mentioned in said contract, whether such work be completed by the Principal,  
Surety or Owner; but if there is any maintenance or warranty period provided in the contract for which said  
Surety is liable, an action for such maintenance or warranty may be brought within two years from the expiration  
of said maintenance or warranty period, but not afterwards.

BY ACCEPTANCE of this bond, it is hereby acknowledged that the attached Dual Obligees Rider becomes a  
part of this bond.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this 19th  
day of June, 2014 Pierce Manufacturing Inc.

Walter Penchke  
Witness:

Cathy Aust  
Witness:

David J. Staffer  
Principal

Fidelity and Deposit Company of Maryland  
Surety

By: Lucy A. Hantzsch  
Attorney-in-fact



# Fidelity and Deposit Company of Maryland

HOME OFFICE  
3910 KESWICK ROAD BALTIMORE, MARYLAND 21211

## DUAL OBLIGEE RIDER

To be attached to and form a part of bond # 09146922 executed by  
Fidelity and Deposit Company of Maryland, as Surety this 19th day of June, 2014  
in the amount of Seven Hundred Twenty Two Thousand Seven Hundred Eighty Six Dollars and 00/100 (\$722,786.00) on  
behalf of Pierce Manufacturing Inc., as Principal,  
in favor of the Village of Chagrin Falls, as Obligee.

Whereas, upon the request of the Principal and Obligee, the attached bond is hereby amended to  
add Key Government Finance, Inc.; 1000 South McCaslin Blvd., Superior, CO 80027  
as additional Obligee.

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said  
Obligees or either of them, shall make payments to the Principal or to the Surety, in case it  
arranges for the completion of the contract upon default of the Principal, strictly in accordance  
with the terms of said contract as to payments, and shall perform all the other obligations to be  
performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to both Obligees for more than the penalty  
of its Performance Bond (or Performance and Payment Bond, as applicable herein), nor shall it  
be liable except for a single payment for each single breach or default. At the Surety's election,  
any payment due to either Obligee may be made by its check issued jointly to both.

All other terms and conditions of this bond are unchanged except as herein above modified.

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel J. SAPIRO, Daniel J. KWIECINSKI, Wendy S. MILLER, Kathleen A. CRARY, Tracy K. MATTHEWS, Cathy HUTSON, Lisa M. SLAKES and Lucy A. HANTZSCH, all of Milwaukee, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ~~ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND~~, this 29th day of January, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Eric D. Barnes

Assistant Secretary  
Eric D. Barnes

James M. Carroll

Vice President  
James M. Carroll

State of Maryland  
City of Baltimore

On this 29th day of January, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



Effective Date: September 10, 1969

Expiration Date: April 1, 2015

State of Ohio  
Department of Insurance  
*Certificate of Authority*

This is to Certify, that

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND,  
THE**

NAIC No. 39306

is authorized in Ohio to transact the business of insurance as defined in the following section(s)  
of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys. Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

*Mary Taylor*

Mary Taylor, Lt. Governor/Director