

CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
AND MONTCLAIR HOUSING CORPORATION MEETINGS,
AND MONTCLAIR HOUSING AUTHORITY MEETINGS

To be held in the Council Chambers
5111 Benito Street, Montclair, California

October 7, 2013

7:00 p.m.

As a courtesy please silence your cell phones and other electronic devices while the meeting is in session. Thank you.

The CC/SA/MHC/MHA meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

- I. **CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. **INVOCATION**

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS**

- A. Introduction of Appointee and New Employee
- B. Proclamation Declaring the Week of October 20, 2013, as "Freedom From Workplace Bullies" Week in the City of Montclair

VI. **PUBLIC COMMENT**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- A. Consider Adoption of Resolution No. 13-3007 Amending the Fee Schedule for the Collection and Disposal of Residential Refuse [CC] 5
- B. Consider Adoption of Resolution No. 13-3008 Amending the Fee Schedule for the Collection and Disposal of Commercial Refuse [CC] 18
- C. First Reading - Consider Adoption of Ordinance No. 13-937 Amending Chapter 9.02 of the Montclair Municipal Code and Adding Chapter 9.14 to the Montclair Municipal Code Related to Use of the Montclair Transcenter and City-Owned Properties [CC] 51

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of September 16, 2013 [CC/SA/MHC/MHA]
- B. Administrative Reports
 - 1. Consider Authorization to Purchase a Computer for Crime Analysis [CC] 57
 - 2. Consider Declaring Police Vehicles as Surplus and Authorizing Their Sale at Auction [CC] 59
 - 3. Consider Approval of Warrant Register and Payroll Documentation [CC] 60
- C. Agreements
 - 1. Consider Amending the Fiscal Years 2013-2018 Capital Improvement Program by Deleting the Gas Tax Funding Source for the Northeast Montclair Pavement Rehabilitation Project [CC]

Consider Authorization of a \$965,000 Appropriation From the Measure I Fund for the Northeast Montclair Pavement Rehabilitation Project [CC]

Consider Award of Contract for the Northeast Montclair Pavement Rehabilitation Project to Gentry Brothers, Inc., in the Amount of \$851,117 [CC]

Consider Approval of Agreement No. 13-83 With Gentry Brothers, Inc., for Construction of the Northeast Montclair Pavement Rehabilitation Project [CC]

Consider Use of Measure I Funds for Removal of Trees Within Street Right-of-Way Associated With the Northeast Montclair Pavement Rehabilitation Project [CC]

(Continued on next page)

Consider Authorization of an \$85,000 Construction Contingency [CC] 61

2. Consider Approval of Agreement No. 13-84 With Trans Union LLC for Access to Consumer Credit Report Information [CC] 69

3. Consider Approval of Agreement No. 13-85 With Kovatch Mobile Equipment Corp. (KME) to Purchase a Type 1 Fire Engine/Pumper [CC]

Consider Authorization to Receive \$371,488 From a FY2012 Assistance to Firefighters Grant (AFG) for Purchase of a Type 1 Fire Engine/Pumper [CC]

Consider Authorization of a \$41,272 Appropriation From the Equipment Replacement Fund to Pay the Required 10 Percent FY 2012 AFG Match to Purchase a Type 1 Fire Engine/Pumper [CC] 83

4. Consider Approval of Agreement No. 13-86 With Moule & Polyzoides for Modifications to the North Montclair Downtown Specific Plan [CC]

Consider Authorization of a \$35,000 Appropriation From the Economic Development Fund for Modifications to the North Montclair Downtown Specific Plan [CC] 204

D. Resolutions

1. Consider Adoption of Resolution No. 13-3010 Adopting a Measure I Five-Year Capital Improvement Program [CC] 222

2. Consider Adoption of Resolution No. 13-3011 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 228

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation

Patel/Galleria Motel v. Montclair

2. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Organizations: Management
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees Assn.

- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/SA/MHC/MHA Board
- E. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Minutes of the Code Enforcement Committee Meeting of September 16, 2013 234
 - 2. Minutes of the Personnel Committee Meeting of September 16, 2013 236

XII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

(At this time, the City Council will meet in Closed Session regarding pending litigation and labor negotiations.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, October 21, 2013, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on October 3, 2013.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 13-3007 AMENDING THE FEE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE

DATE: October 7, 2013

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: RES285

DEPT.: CITY MGR.

REASON FOR CONSIDERATION: Burrtec Waste Industries, Inc. (Burrtec), the solid waste hauler for the City of Montclair, is requesting an adjustment to the schedule of rates for residential refuse service. The City Council considers and acts on all rate adjustments related to refuse services.

A copy of proposed Resolution No. 13-3007 and Exhibit A - Residential Refuse Rate Comparison to Resolution No. 13-3007 are attached for the City Council's review and consideration.

BACKGROUND: Agreement No. 13-71 provides for the annual adjustment of residential refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange Co. Area, All-Items Indexes, All Urban Consumers*, for the previous 12 months ending in January.

Burrtec last requested and received a 5.0 percent residential refuse service rate adjustment in April 2009, with an effective date of June 1, 2009. Pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 7.6 percent—the cumulative CPI for January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0 percent). Burrtec is requesting a 4.8 percent rate adjustment effective December 1, 2013.

Proposed Adjustment to Residential Refuse Rate Components

Agreement No. 13-71 provides the process for the development of monthly refuse rates based on various rate components. The following is a description of each rate component, the respective methods of adjustment, and the proposed adjustments:

- **Refuse Service Rate:** The refuse service rate is the portion of the rate paid to Burrtec for collecting refuse and transporting it to the Materials Recovery Facility (MRF). The City's Agreement with Burrtec allows the refuse service rate to be adjusted each year by the CPI, not to exceed 5 percent annually.

Prepared by:

M. Fuentetaja
Janice R. Smith

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

- **Landfill Rate:** The landfill rate represents a pass-through of actual transportation and tipping fees paid by Burrtec. Currently, refuse generated in Montclair is transported from Burrtec's MRF in Fontana to several landfills within Burrtec's network of landfill disposal sites throughout Southern California. As proposed, the landfill rate is increasing from \$39.50 per ton to \$41.80 per ton. The rate is adjusted by a formula agreed upon in the existing contract between the City and Burrtec.

Proposed Adjustment: There is no anticipated increase in the tipping fee; however, the cost to pick up and transport refuse to landfills has increased significantly, partly because of high diesel fuel prices.

Burrtec is requesting a modest adjustment in the landfill rate from \$3.69 to \$4.10 based on the following contract formula: 1.178 (tons per household) \times \$41.80 (tipping fee) \div 12 (months per year) = \$4.10.

- **Recycling Service Rate:** The recycling service rate represents the cost of collecting and transporting recyclables to the MRF. The rate is adjusted by a formula agreed upon in the existing contract between the City and Burrtec.

Proposed Adjustment: A recycling service rate adjustment of approximately 4.8 percent, from \$3.19 to \$3.35, is being proposed based on the following contract formula: $\$3.19$ (current rate) \times .048 (CPI) = \$ 3.35.

- **Materials Recovery Facility Fee:** The MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months. Pursuant to AB 341, all cities in the state must reach a 75 percent landfill recovery rate by 2020. As such, the amount of recyclable commodities that Burrtec is able to collect and process has increased significantly as a result of state law. The recent volume in growth of recyclable commodities has produced a downward trend in commodity prices. The commodity price of recyclable commodities has dropped significantly over the past several years due to an increase of supply. At the same time, the amount of material that Burrtec is able to process and redistribute to third parties for use in the manufacturing of goods has risen dramatically, resulting in a net profit for Burrtec. As such, Burrtec is proposing a rate adjusted by a formula agreed upon in the existing contract between the City and Burrtec.

Proposed adjustment: A credit of \$0.42 per month, from a charge of \$0.09, is being proposed based on the following contract formula: $(\$22.50)$ (current commodity price) \times .222 (tons per household) \div 12 (months per year) = $(\$0.42)$.

It should be noted that during negotiations, Burrtec suggested creating a fund out of the proposed Materials Recovery Facility Fee credit to help reimburse the City for the cost of general community maintenance. Currently, a portion of general community maintenance is paid for by the General Sanitation Fee; however, the General Sanitation Fee only covers a fraction of the cost for providing general community maintenance. It was decided upon at the conclusion of the negotiations that the Materials Recovery Facility Fee credit would be passed onto the customer rather than creating a fund for reimbursing the City for the cost of general community maintenance. It was the decision of City Staff that the Materials Recovery Facility credit should be given to the customer in an effort to help alleviate the costs associated with residential refuse service.

- *Greenwaste Disposal:* The Greenwaste Disposal Fee represents a pass-through of actual transportation and tipping fees paid by Burrtec. The Greenwaste Disposal Fee has increased from \$28 per tons to \$35.61 per ton. Generally, increases are tied to increased fuel prices, tipping fees, and decreases in commodity volume. Currently, the average household in Montclair is generating 3,905 tons of greenwaste per year, up from 3,490 ton four years ago. While an increase in commodity volume generally decreases the cost to dispose of a commodity, increases in transportation and tipping fee costs have eroded such economies of scale that would be typically seen.

Despite the cost increase cited above, the formula used to calculate the greenwaste component is essentially based on disposal volume plus the disposal charge per ton. As indicated, the volume of greenwaste per household has decreased significantly; however, increases in fuel costs and disposal rate have caused an increase in this cost component. The rate is adjusted by the following formula.

Proposed adjustment: An increase in this component from \$0.81 to \$1.77 is proposed based on the following contract formula: .598 (tons per year) x \$35.61 (current rate) ÷ 12 (months per year) = \$1.77.

- *Household Hazardous Waste Fee:* The City is in the 21st year of an agreement with the County of San Bernardino to provide household hazardous waste disposal facilities. These facilities are located at:

5050 Schaefer Avenue, Chino
1408 East Francis Street, Ontario
1370 North Benson Avenue, Upland

Montclair residents may dispose of hazardous waste at no charge at the time of disposal. Montclair refuse ratepayers are annually charged approximately \$5.39 per household (\$0.45 monthly). The Household Hazardous Waste Fee is based on the actual cost charged to the City by San Bernardino County and is intended as a pass-through cost to each ratepayer.

The rate component of \$0.45 per month is based on the following formula: \$48,763 (proposed annual County contract rate) ÷ 36,788 (per capita/ population) = \$1.33 (annual per capita rate); 36,788 (per capita) x \$1.33 (annual per capita rate) = \$48,769 (annual County contract rate) ÷ 9,039 (households) = \$5.39 (annual household rate) ÷ 12 (months per year) = \$0.45 (monthly household rate).

Proposed adjustment: There is no anticipated adjustment in the Household Hazardous Waste Fee component for Fiscal Year 2013-14.

- *General Sanitation Fee:* The general sanitation fee is a rate component assessed to residential ratepayers to reimburse for the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Service charges approximate the actual/estimated cost of service.

The rate component of \$2.82 per month is based on the following formula: \$305,880 (cost of service) ÷ 12 = \$25,490 (monthly) ÷ 9,039 (households) = \$2.82 (monthly rate per household).

Proposed adjustment: There is no anticipated adjustment in the General Sanitation Fee component for Fiscal Year 2013-14.

The current rate component of \$2.82 is inadequate to pay for the full cost of services related to the maintenance and cleanup of the community, contracting for specialized maintenance and investigation services, and disposal of illegally and inappropriately discarded and abandoned waste and household items; the current rate does, however, fall within the monthly maximum rate allowed under Proposition 218. The City currently expends approximately \$200,000 annually in cleanup activities and in excess of \$300,000 in code enforcement, police investigation, and contract-related services.

- *Administrative Fee: The Administrative Fee of \$3.99 is a charge imposed by the City to reimburse for the cost of administering the refuse service program. Service charges should approximate the actual/estimated cost of service.*

The Administrative Fee component is based on the following formula: \$432,780 (Refuse Program operating costs) ÷ 9,039 (households) = \$47.88 (annual rate per household for administrative-related costs) ÷ 12 (months per year) = \$3.99 (monthly per household rate for administrative-related costs).

Proposed adjustment: There is no anticipated adjustment in the Administrative fee component for Fiscal Year 2013-14.

Proposed Monthly Household Refuse Rate

As proposed, adoption of Resolution No. 13-3007 would increase the *Total Monthly Household Rate* from \$25.36 to \$26.88, an increase of \$1.52 above the current residential refuse rate. Senior households would continue to be charged a residential refuse rate that is 20 percent below the monthly residential refuse rate for nonsenior households—the monthly senior rate would increase from \$20.29 to \$21.50, an increase of \$1.21.

Table 1 on the following page identifies cost components of Montclair's *Total Monthly Household Rate* including current and proposed rates.

Table 1
Total Monthly Household Refuse Rate Components
Current and Proposed Residential Refuse Rates

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse Service Rate	\$10.32	\$10.82
Recycling/Greenwaste	3.19	3.35
Refuse Landfill/Transfer Rate	3.69	4.10
MRF Fees	0.09	(0.42)
Greenwaste Disposal	0.81	1.77
Total Cost of Services—Paid to Burrtec	\$18.10	\$19.62

General Sanitation Fee	2.82	2.82
Administrative Fee	3.99	3.99
Household Hazardous Waste Fee	0.45	0.45
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$26.88
Total Monthly Household Rate	\$25.36	\$26.88
Total Monthly Senior Household Rate	\$20.29	\$21.50
Monthly City Subsidy per Senior Household	\$5.07	\$5.38
<i>Miscellaneous:</i> Extra Barrel: Refuse/Recycling/ Greenwaste	\$5.50/\$1.25/\$0	\$5.50/\$1.25/\$5.50

Maximum Monthly Refuse Rates

At the April 16, 2007 Proposition 218 public hearing for refuse and sewer rates, the City Council established a ten-year schedule of maximum rates.

City Council members may recall that during the Strategic Planning Session on June 6, 2006, City staff was directed to conduct a Proposition 218 notification and hearing process in early 2007 to set Maximum Monthly Rates for sewer and refuse services.

The appropriate notification documents were prepared and, at the February 5, 2007 meeting of the City Council, authorization was granted to ask residents to consider long-term monthly rate caps for refuse services pursuant to Proposition 218's notification and hearing requirements.

As indicated in **Table 2** on the following page, the monthly household refuse rate authorized under Proposition 218 effective January 1, 2013, is \$27.96 (\$23.49 for senior households). The proposed *Total Monthly Household Rate* of \$26.88 (\$21.50 for senior households) is \$1.08 below the authorized Maximum Monthly Refuse Rate of \$27.96 (\$22.37 for senior households).

State law provides that, under Proposition 218, utility rates can be adjusted on an annual basis provided the formula for adjusting rates does not change or does not change in a way that would otherwise impose future increases that are higher than the adopted fee formula.

Table 2 identifies the Maximum Monthly Residential Refuse Rates that can be charged to residential refuse ratepayers effective June 2007 through January 2016—in accordance with Proposition 218.

Table 2

**Maximum Monthly Residential Refuse Rate Caps
Total Monthly Household Refuse Rate Components**

Proposed Nonsenior/Senior Monthly Household Rates Effective 6.1.2007	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2008	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2009	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2010	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2011
\$20.87/\$16.70	\$21.91/\$17.53	\$23.01/\$18.41	\$24.16/\$19.33	\$25.36/\$20.29
Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2012	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2013	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2014	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2015	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2016
\$26.63/\$21.30	\$27.96/22.37	\$29.36/23.49	\$30.83/24.66	\$32.34/\$25.87

The Maximum Monthly Refuse Rate Caps adopted by the City Council at its April 16, 2007 meeting satisfy the following requirements:

- Comply with Proposition 218 notification/hearing requirements without retriggering such requirements each year the City Council is asked to consider a refuse rate adjustment, through 2016.
- Allow for annual fee adjustments indexed to the CPI and/or other rate calculation methodologies.
- Allow for recovery costs related to household hazardous waste collection; administrative fees; code enforcement; cleanups; legal fees; graffiti abatement; alleyway maintenance; illegal dumping; and collection of oversized household items dumped in alleyways, on commercial properties, and in residential neighborhoods.

Senior Household Subsidy Program

Montclair currently provides a monthly refuse rate subsidy program for senior households—to qualify, accountholders must be age 65 or older, live at the residence, and the refuse account must be in the customer's name. The current monthly household refuse rate for senior households is \$20.29—a savings of \$5.07 off the current *Total Monthly Household Refuse Rate* of \$25.36; the proposed rate of \$21.50 represents a savings of \$5.38 of the proposed *Total Monthly Household Refuse Rate* of \$26.88. Continuation of a discount program for senior household was discussed at the November 21, 2005 meeting of the City Council—the City Council considered alternatives related to discounting refuse service rates and ultimately approved maintaining a 20 percent discount off the *Total Monthly Household Refuse Rate* until funds in the Refuse Impound Fund are extinguished.

The subsidy program is not a rate discount on the *Total Monthly Household Refuse Rate*; it is a Refuse Impound Fund subsidy that offsets the *Total Monthly Household Refuse Rate* currently charged to the households of nonsenior residential refuse ratepayers. The Refuse Impound Fund is used to make full payment to Burrtec for refuse services and to reimburse the General Fund for refuse program-related costs.

Residential Refuse Rate Comparison

A residential refuse rate survey of neighboring cities to compare residential refuse service levels and fee structures was conducted to better comprehend what other cities in the area charge for residential refuse rates. The cities surveyed are area cities that contract with Burrtec for refuse services. After the survey was conducted, it became apparent that a number of significant limitations would affect the validity and reliability of the comparison. Direct comparison of residential refuse service levels and fee structures across the surveyed cities were not uniform due to wide differences in fee structures, rate components, service levels, and fee definitions.

While the residential refuse rate comparison established a sense of position within the range of residential refuse rates among neighboring cities, it did not establish a clear comparison of cost components within the surveyed cities. As such, the Residential Rate Comparison attached as Exhibit A includes only the service and disposal/processing components, since these two components are the only direct comparisons available.

It should be noted that comparative surveys do not usually offer clarity as to the cost of providing residential refuse rates; rather, such comparisons provide a simple tool for showing existing residential refuse rate ranges for comparable types of services. The following are true when conducting residential refuse rate comparisons:

- ✓ Many cities have not updated their residential refuse agreements in several years; therefore, cities that have recently updated agreements will typically have higher residential refuse rates in comparison to other cities that have not recently adjusted their residential refuse rates. As a result, some cities may have rates that may seem substantially high in comparison to cities that have rates that would be considered substantially low.

Of the cities surveyed, the cities of Highland, Rialto, and Yucaipa were the only ones to have undergone a recent rate adjustment. The cities of Rancho Cucamonga and Upland are currently beginning the process of adjusting their refuse rates. The City of Grand Terrace has not sought rate adjustments in several years and, as a result, will see significant rate increases in the next coming years.

- ✓ Cities do not typically publish or identify residential refuse rate components. Instead, they simply state the total fee for commercial and residential refuse rates. As such, it is difficult to identify what the rate components are for commercial and residential refuse rates. Some cities may have rate components such as administration fees, sanitation fees, and other such fees that other cities do not.
- ✓ Services included in various residential refuse rates are typically structured differently in each city, thereby making direct comparisons unreliable. For example, some cities may charge a general sanitation fee that covers graffiti abatement, street cleaning, etc., while other another city may charge a sanitation fee that only covers bulky item pick-up. As such, it is difficult to compare services provided by refuse haulers.

An example of this is the City of Upland, which charges high administrative fees to customers to compensate for the fact that its refuse service rates are not tied to a CPI adjustment. The City of Upland contracts its refuse administrative services to Burrtec.

- ✓ Not all cities provide tiered residential refuse rates, such as Nonsenior and Senior Residential Refuse Rates. While some cities may offer a two-tiered system, the formula for which the rate is subsidized is oftentimes unknown.

Economies of scale greatly affect the refuse service rate for cities. Typically, cities with much larger populations that produce vast amounts of refuse are provided much lower refuse service rates given the lower cost per unit to provide refuse service. Examples of this group are the cities of Rancho Cucamonga, Upland, and Rialto that have significantly larger populations and a higher volume of refuse production than the City of Montclair. Cities with smaller populations and that produce small amounts of refuse tend to have higher refuse service rates given the higher cost per unit to provide refuse service.

FISCAL IMPACT: As proposed, adoption of Resolution No. 13-007 would increase the *Total Monthly Household Rate* from \$25.36 to \$26.88, an increase of \$1.52 above the current refuse rate. Senior households would continue to be charged a refuse rate that is 20 percent below the monthly refuse fee for nonsenior households—the monthly Senior rate would increase from \$20.29 to \$21.50, an increase of \$1.21.

The following is a description of each rate component and the adjustments that would occur if Resolution No. 13-3007 is adopted:

- *Refuse Service Rate:* The proposed Refuse Service Rate adjustment would result in a 4.8 percent increase. Refuse service rates would increase from \$10.32 to \$10.82. The refuse service rate is the portion of the rate paid to the waste hauler for collecting refuse and transporting it to the MRF.
- *Landfill Rate:* The landfill rate represents a pass-through of actual transportation and tipping fees paid by Burrtec. There is no anticipated increase in the tipping fee; however, the cost to pick up and transport refuse to landfills has increased significantly, partly because of high diesel fuel prices. The proposed adjustment would result in an increase from \$3.69 to \$4.10.
- *Recycling Service Rate:* The proposed recycling service rate adjustment would result in a 4.8 percent increase. Recycling refuse rates would increase from \$3.19 to \$3.35. The recycling service rate represents the cost of collecting and transporting recyclables to the MRF.
- *Materials Recovery Facility Fee:* The proposed *Materials Recovery Facility Fee* rate adjustment would result in a credit of \$0.42 added to the Total Monthly Household Refuse Rate. The credit of \$0.42 per month per household would generate approximately \$45,555 annually to be credited to ratepayers by Burrtec.
- *Greenwaste Disposal:* The Greenwaste Disposal Fee is a pass-through fee for the cost of Burrtec to provide for the transportation and disposal of greenwaste. The proposed Greenwaste Disposal Fee would result in a 27.18 percent increase. The Greenwaste Disposal Fee would increase from \$28 per ton to \$35.61 per ton.

- *Household Hazardous Waste:* The Household Hazardous Waste Fee is not recommended for adjustment. The current Household Hazardous Waste Fee of \$0.45 per month per household would generate approximately \$48,769 annually to reimburse the County of San Bernardino for the disposal of household hazardous waste.
- *General Sanitation Fee:* The General Sanitation Fee is not recommended for adjustment. The current General Sanitation Fee of \$2.82 per month per household would continue to generate approximately \$305,880 annually to reimburse the City for general maintenance issues.
- *Administrative Fee:* The Administrative Fee is not recommended for adjustment. The current Administrative Fee of \$3.99 per month per household would continue to generate approximately \$432,785 annually and would be used to reimburse the City for costs related to the operation of the refuse service program.
- *Total Cost of Services Paid to Burrtec:* The proposed total cost of service passed through to Burrtec would be \$19.62 per household. This monthly service charge would represent an annual cost of approximately \$2,128,142 for residential refuse service [$\$19.62$ (per household) \times 9,039 (households) \times 12 (months) = \$2,128,142]. The appropriated amount for the Fiscal Year 2013-14 Budget is \$2,100,000. This would result in a difference of \$28,142. It should be noted that refuse collection costs are fully reimbursed to the General Fund by assessing residential refuse collection rates.
- *Senior Household Subsidy:* Continuing a monthly Senior Housing Subsidy program at a discount rate of 20 percent would result in a loss of approximately \$63,139 in revenue to the Refuse Impound Fund [978 (senior household) \times \$5.38 (monthly senior household subsidy) = \$5,262 \times 12 (months) = \$63,139].

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-007 amending the fee schedule for the collection and disposal of residential refuse.

Exhibit A
Residential Refuse Rate Comparison

Ranked By Total Vendor Charge

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Montclair	\$13.51	\$4.59	\$18.10	\$7.26	\$25.36
Grand Terrace	\$12.41	\$5.80	\$18.21	\$4.65	\$22.86
Rancho Cucamonga	\$13.05	\$5.50	\$18.55	\$3.33	\$21.88
Rialto	\$13.26	\$5.45	\$18.71	\$5.90	\$24.61
Montclair (proposed)	\$14.17	\$5.45	\$19.62	\$7.26	\$26.88
Upland	\$13.85	\$6.25	\$20.10	\$2.95	\$23.05
Highland	\$14.95	\$5.40	\$20.35	\$2.58	\$22.93
Fontana	\$16.13	\$5.35	\$21.48	\$3.02	\$24.50
Yucaipa	\$16.45	\$5.60	\$22.05	\$2.83	\$24.88

Since the cities surveyed vary in the services included in the city fee portion this is a direct comparison of cost applicable to refuse collection and disposal.

Ranked By Total Rate

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Rancho Cucamonga	\$13.05	\$5.50	\$18.55	\$3.33	\$21.88
Grand Terrace	\$12.41	\$5.80	\$18.21	\$4.65	\$22.86
Highland	\$14.95	\$5.40	\$20.35	\$2.58	\$22.93
Upland	\$13.85	\$6.25	\$20.10	\$2.95	\$23.05
Fontana	\$16.13	\$5.35	\$21.48	\$3.02	\$24.50
Rialto	\$13.26	\$5.45	\$18.71	\$5.90	\$24.61
Yucaipa	\$16.45	\$5.60	\$22.05	\$2.83	\$24.88
Montclair	\$13.51	\$4.59	\$18.10	\$7.26	\$25.36
Montclair (proposed)	\$14.17	\$5.45	\$19.62	\$7.26	\$26.88

RESOLUTION NO. 13-3007

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR AMENDING THE
FEE SCHEDULE FOR THE COLLECTION AND
DISPOSAL OF RESIDENTIAL REFUSE**

WHEREAS, Section 6.16.050 of the Montclair Municipal Code and Agreement No. 13-71 between the City of Montclair and Burrtec Waste Industries, Inc. (Burrtec) provide for annual adjustments of rates related to the collection and disposal of commercial refuse, not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area, All-Items Indexes, All Urban Consumers, for the year ending In January*; and

WHEREAS, the Montclair City Council last approved, and Burrtec last requested and received, a 5 percent residential refuse service rate adjustment with an effective date of June 1, 2009; and

WHEREAS, pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 7.6 percent—the cumulative CPI for January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0 percent); and

WHEREAS, Burrtec is requesting a residential refuse service rate adjustment of 4.8 percent for the *Total Monthly Household Refuse Rate*; and

WHEREAS, the City Council is required to consider adjustments to other components of the *Total Monthly Household Refuse Rate*; and

WHEREAS, the *Total Monthly Household Refuse Rate*, inclusive of each of the rate components identified herein, is \$26.88 and the *Total Monthly Senior Household Rate* is \$21.50, both rates proposed to be effective December 1, 2013; and

WHEREAS, on April 16, 2007, the Montclair City Council conducted a public hearing, pursuant to requirements of Proposition 218 on proposed refuse rate increases and adopted a maximum schedule of Monthly Household Rates as indicated in **Table 1**.

**Table 1: Maximum Monthly Residential Refuse Rate Caps
Total Monthly Household Refuse Rate Components**

Proposed Nonsenior/Senior Monthly Household Rates Effective 6.1.2007	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2008	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2009	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2010	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2011
\$20.87/\$16.70	\$21.91/\$17.53	\$23.01/\$18.41	\$24.16/\$19.33	\$25.36/\$20.29

Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2012	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2013	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2014	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2015	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2016
\$26.63/\$21.30	\$27.96/22.37	\$29.36/23.49	\$30.83/24.66	\$32.34/\$25.87

WHEREAS, pursuant to the maximum schedule of rates indicated in **Table 1**, the maximum *Total Monthly Household Refuse Rate*, in effect as of January 1, 2013, cannot exceed \$27.96; and the proposed Total Monthly Household Rate of \$26.88, scheduled to be effective December 1, 2013; is in compliance with the maximum schedule of rates adopted pursuant to a Proposition 218 public hearing and notice process; and

WHEREAS, the Montclair City Council has examined the rate schedule and determined that the residential refuse service rates hereinafter enumerated are fair, reasonable, and necessary and that such rates bear a reasonable relationship between cost and benefits; and

WHEREAS, Montclair households subject to proposed refuse rate adjustment have been notified or will be notified through the public notice process and through utility billing statements regarding the proposed increase to the *Total Monthly Household Refuse Rate*.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby sets forth a schedule of service rates for the collection and disposal of residential refuse effective December 1, 2013, and as set forth in **Table 2** herein.

Table 2
Total Monthly Household Refuse Rate Components
Current and Proposed Residential Refuse Rates

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse Service Rate	\$10.32	\$10.82
Recycling/Greenwaste	3.19	3.35
Refuse Landfill/Transfer Rate	3.69	4.10
MRF Fees	0.09	(0.42)
Greenwaste Disposal	0.81	1.77
Total Cost of Services – Paid to Burrtec	\$18.10	\$19.62
General Sanitation Fee	2.82	2.82
Administrative Fee	3.99	3.99
Household Hazardous Waste Fee	0.45	0.45
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$26.88
Total Monthly Household Rate	\$25.36	\$26.88
Total Monthly Senior Household Rate	\$20.29	\$21.50
Monthly City Subsidy per Senior Household	\$5.07	\$5.38
Miscellaneous:		
Extra Barrel: Refuse/Recycling/ Greenwaste	\$5.50/\$1.25/\$0	\$5.50/\$1.25/\$5.50

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-3007 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 13-3008 AMENDING THE FEE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF COMMERCIAL REFUSE

DATE: October 7, 2013

SECTION: PUBLIC HEARINGS

ITEM NO.: B

FILE I.D.: REF085

DEPT.: CITY MGR.

REASON FOR CONSIDERATION: Burrtec Waste Industries, Inc. (Burrtec), the solid waste hauler for the City of Montclair, is requesting an adjustment to the schedule of rates for commercial refuse services. The City Council considers and acts on all rate adjustments related to refuse services.

A copy of proposed Resolution No. 13-3008 and Exhibit A – Commercial Rate Comparison to the Resolution are attached for the City Council’s review and consideration.

BACKGROUND: Agreement No. 13-71 provides for the annual adjustment of commercial refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area, All-Items Indexes, All Urban Consumers* for the previous 12 months ending in January.

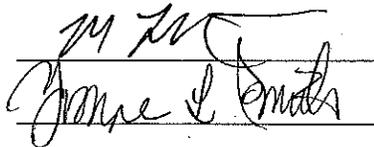
Burrtec last requested and received a 3.5 percent commercial refuse service rate adjustment in June 2008 with an effective date of July 1, 2008. Pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 11.5 percent—the cumulative CPI for January 2008 (3.9 percent), January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0) is 11.5 percent. Burrtec is requesting a 3.6 percent rate adjustment for Roll-Off Commercial Rates and waiving CPI adjustments for all other commercial rates—effective December 1, 2013.

City staff, in concurrence with Burrtec, is also proposing the addition of several new rate components and the reclassification of Multifamily Residential from residential refuse service to commercial refuse service. As part of the proposed reclassification, a corresponding rate adjustment is also being proposed. Burrtec is further proposing the creation of several new fees for elective refuse services.

Currently Commercial Refuse Rates are based on the following components:

- *Service costs related to the provision of refuse services.* Service costs are subject to annual CPI adjustments pursuant to Agreement No. 13-71. Burrtec is requesting a 3.6 percent CPI adjustment for Roll-Off Commercial Rates.

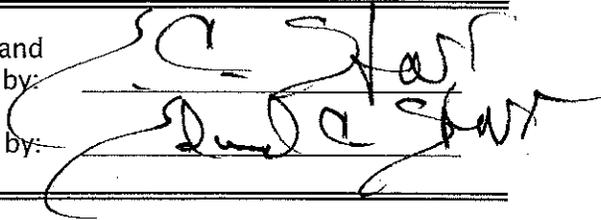
Prepared by:



Proofed by:

Reviewed and Approved by:

Presented by:



- *Pass-through costs including a Greenwaste processing fee and/or the Landfill Disposal rate.* This rate component is impacted by landfill charges and commodity prices. As proposed, the Disposal/Landfill rate is increasing from \$39.50 per ton to \$41.80 per ton, the Greenwaste rate is increasing from \$28.00 per ton to \$35.61 per ton, and the Roll-Off disposal rate is increasing from \$39.50 per ton to \$41.80 per ton.
- *Frequency Factor.* This component represents the number of times per week (or other designated period of days) that refuse is picked up for disposal. This component provides ratepayers with a graduating discount rate based on the number of times of service per week.
- *Bin Size.* Bins are provided in the following sizes: 1.5 yards (0.3250 tons); 2.0 yards (0.4333 tons); 3.0 yards (0.6500 tons); 3.0 yards/greenwaste (1.3000 tons); 3.0 yards compacted (1.9500 tons); and 4.0 yards/compacted (2.600 tons). Bin size, Disposal/Landfill, and Greenwaste disposal rates determine the monthly cost for this component.
- *Franchise Fee.* This rate component consists of a 10 percent fee of gross revenue from services to commercial, institutional, and industrial premises exclusive of revenue from sale of recyclable materials and disposal tip fees.
- *Pavement Impact.* This rate component consists of a 3.5 percent fee of gross revenue from services to commercial, institutional, and industrial premises exclusive of revenue from sale of recyclable materials and disposal tip fees.

New Proposed Fee Components and Classifications

As part of the proposed rate adjustment for commercial refuse services, City staff is proposing the creation of *Recycling* and Sanitation Fee components to help comply with State law and to better provide for sanitation services to the community. As part of the new proposed rate adjustment and new proposed components, City staff is also proposing the reclassification of Multifamily Residential from residential refuse service to commercial refuse service. Burrtec is further proposing the creation of several new fees for elective refuse services.

Proposed Fee Components

The proposed Recycling and Sanitation Fee components would be based on the following:

- *Recycling Fee.* The proposed fee of \$1.29 would be used to help comply with Assembly Bill 341, which requires commercial businesses that generate four or more cubic yards per week of waste and multifamily complexes with five or more units, to adopt recycling practices. Currently, commercial accounts are charged the same rate for recycling bins, as they are trash bins. With the proposed Recycling Fee, commercial accounts would receive a recycling bin at no additional cost. The proposed Recycling Fee is based on 30 to 40 percent of commercial accounts adopting the use of recycling bins. If more accounts that are commercial take advantage of recycling, the recycling rate would increase in the future.

- *General Sanitation Fee.* The proposed fee of \$0.21 per cubic yard would be used to reimburse for the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Currently, this fee is charged to residential customers and is included in the residential rate component.

Proposed Rate: The proposed rate of \$0.21 per cubic yard would result in a monthly fee of \$2.73 based on a typical 3-Yard Bin Size at a frequency rate of once per week based on the following formula: 0.21 (proposed sanitation fee) x 3 (yard bin size) x 1 (frequency) x 4.33 (weeks in the month) = \$2.73.

The rate component of \$0.21 per cubic yard is projected to produce \$41,550 annually based on the following projections: 197,860 (annual yardage collected) x .21 (proposed sanitation fee) = \$41,550.

If proposed Resolution No. 13-3008 is adopted, the Recycling and Sanitation Fees would become components of the commercial refuse rates and billed monthly to customers.

Proposed Extra Refuse Service Fees

The proposed Extra Refuse Service Fees cover a series of elective services that commercial customers may elect to use. These extra services are provided by Burrtec for an additional cost. The proposed Extra Service Fees would cover the following elective services:

- Extra Bin Pickup
- Locking Containers
- Steam Cleaning
- Bulky Item Trip
- Bulky Item Pickup
- Relocation Fee of Roll-Off Containers Rental Fee
- Rental Fee

It should be noted that these proposed fees would only be charged to commercial accounts that elect to use these one-time services and would not affect commercial customers who do not elect to use these extra services.

Proposed Reclassification of Multifamily Residential From Residential Refuse Service to Commercial Refuse Service

As part of the proposed rate adjustment and new proposed rate components, City staff, in concurrence with Burrtec, is proposing the reclassification of Multifamily Residential from residential refuse service to commercial refuse service.

Currently, Burrtec offers two separate refuse rates for multifamily units: Multifamily Bin with Recycling and Multifamily Residential. Multifamily Bin with Recycling is currently classified under commercial refuse service and Multifamily Residential is currently classified under residential refuse service.

Multifamily Bin with Recycling

Multifamily Bin with Recycling is offered for multifamily units that provide private enclosures for refuse bins. These bins are enclosed and used only by designated customers within a multifamily complex, such as in senior retirement complexes. The customers using Multifamily Bin with Recycling are able to determine the frequency of refuse service based on their individual needs. The Multifamily Bin with Recycling is currently classified as commercial refuse because customers are able to choose the frequency of refuse service and typically receive refuse services more than once a week—much like traditional commercial refuse accounts.

Multifamily Residential

Multifamily Residential is offered for multifamily units that do not provide private enclosures for refuse bins. Under Multifamily Residential, bins are not enclosed and can be used by any customer in the multifamily complex being served. Typically, Multifamily Residential service is provided to apartment complexes that have alleys where refuse is collected and by those apartment complexes that do not provide unit-designated refuse bins. The customers using Multifamily Residential are provided unlimited refuse service instead of the option to determine the frequency of refuse service.

While Burrtec initially offered the ability for Multifamily Residential accounts to determine the frequency of refuse service based on their individual needs, Burrtec quickly ran into the following issues:

- Customers deliberately chose the least costly refuse service available, resulting in inappropriate levels of refuse collection
- Customers dumped their refuse into the bins of other customers, because their refuse service was not appropriate for the amount of refuse generated
- Customers were not able to dispose of their refuse in their designated bins, because their bins would be full of the refuse of other customers
- Unsanitary conditions around refuse bins, given the overflow of refuse between collection days

Given the frequency of service for Multifamily Residential, City staff, in concurrence with Burrtec, recommends that Multifamily Residential should be classified under commercial refuse service instead of residential refuse service. The amount of refuse produced and the frequency of which collection is needed more closely resembles that of commercial accounts—more specifically, Multifamily Bin with Recycling. While residential refuse accounts receive refuse service once every week, Multifamily Residential receives unlimited refuse service.

Proposition 218 Rate Caps on Multifamily Residential

The reclassification of Multifamily Residential from residential refuse service to commercial refuse service would allow Burrtec to properly address the needs of Multifamily Residential accounts without being restricted by Proposition 218 rate caps and requirements.

Currently, Proposition 218 rate caps limit Multifamily Residential rates and components. This significantly limits the ability of Burrtec and the City to charge rates and fee components that would allow for certain programs to be in place to better serve Multifamily Residential accounts. An example of this is the General Sanitation Fee that is part of the Multifamily Residential rate component. This rate component was adopted in July 2011 pursuant to Resolution No. 11-2908 in an effort to help reimburse the City for the cost of providing general community maintenance throughout the City—multifamily complexes, in particular.

Multifamily complexes often face numerous issues that do not affect typical single family residential areas. These issues tend to be those of community maintenance including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items. Multifamily complexes tend to increase and exacerbate the community maintenance issues the City faces, given the concentration of residents in a particular area.

The rate component for the General Sanitation Fee for Multifamily Residential is currently limited by Proposition 218 rate caps and, as such, \$2.82 per month is the current rate charged. The figure of \$2.82 was adopted because it represented the amount allowed under the Maximum Monthly Residential Refuse Rate Caps—it does not represent the actual cost to provide general sanitation services.

If proposed Resolution No. 13-3008 is adopted, Multifamily Residential would be reclassified as commercial refuse and would henceforth be known as Multifamily Commercial. This change would allow Burrtec and the City the ability to charge fees and rates proportional to the needs of multifamily units regardless of rate caps set by Proposition 218.

Proposed Rate Adjustment for Multifamily Residential

As part of the proposed reclassification of Multifamily Residential from residential refuse service to commercial refuse service and the change in name to Multifamily Commercial, Burrtec is proposing a corresponding rate adjustment to the proposed Multifamily Commercial rate.

As proposed, Multifamily Commercial rates would increase from the current rate of \$25.36 to \$32.94, an increase of \$7.58. Large item collection would also see a proposed increase from \$2,400.00 to \$3,250.00, an increase of \$850.00

Table 1, on the following page, identifies cost components of Montclair's Total Monthly Multifamily Commercial Refuse Rate including current and proposed rates.

Table 1

**Total Monthly Multifamily Commercial Refuse Rate Components
Current and Proposed Multifamily Commercial Refuse Rates**

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Multifamily		
Refuse Service Rate	\$10.32	\$17.28
Recycling/Greenwaste	3.19	
Refuse Landfill/Transfer Rate	3.69	8.43
MRF Fees	0.09	
Greenwaste Disposal	0.81	
Total Cost of Services Paid to Burrtec	\$18.10	\$25.71
General Sanitation Fee	2.82	\$2.82
Administrative Fee	3.99	3.99
Household Hazardous Waste Fee	0.42	0.42
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$32.94
Total Monthly Unit Rate	\$25.36	\$32.94
Miscellaneous		
Large Item Collection:	\$2,400.00	\$3,250.00

Commercial Refuse Rate Adjustment and Comparison

A commercial refuse rate survey of neighboring cities to compare commercial refuse service levels and fee structures was conducted to better comprehend what other cities in the area charge for commercial refuse rates. After the survey was conducted, it became apparent that a number of significant limitations would affect the validity and reliability of the comparison. Direct comparison of commercial refuse service levels and fee structures across the surveyed cities were not uniform due to wide differences in fee structures, rate components, service levels, fee definitions, and year of refuse adjustment.

While the commercial refuse rate comparison established a sense of position within the range of commercial refuse rates among neighboring cities, it did not establish a clear comparison of cost components within the surveyed cities. As such, the Commercial Rate Comparison attached as Exhibit A includes only the service and disposal/processing components, since these two components are the only direct comparisons available.

It should be noted that comparative surveys do not usually offer clarity as to the cost of providing commercial refuse rates; rather, such comparisons provide a simple tool for showing existing commercial refuse rate ranges for comparable types of services. The following are true when conducting commercial refuse rate comparisons:

- ✓ Many cities have not updated their commercial refuse agreements in several years; therefore, cities that have recently updated agreements will typically have higher commercial refuse rates in comparison to other cities that have not recently adjusted their commercial refuse rates. As a result, some cities may have rates that may seem substantially high in comparison to cities that have rates that would be considered substantially low.

Of the cities surveyed, the cities of Highland, Rialto, and Yucaipa were the only ones to have undergone a recent rate adjustment. The cities of Rancho Cucamonga and Upland are currently beginning the process of adjusting their refuse rates. The City of Grand Terrace has not sought rate adjustments in several years and has not incorporated any rate components apart from franchise fees.

- ✓ Cities do not typically publish or identify commercial refuse rate components. Instead, they simply state the total fee for commercial and residential refuse rates. As such, it is difficult to identify what the rate components are for commercial and residential refuse rates. Some cities may have rate components such as pavement impact fees, sanitation fees, and other such fees that other cities do not. Typically, all cities do have franchise fee rate components; however, most do not identify their Franchise Fee rates.

An example of this is the City of Rancho Cucamonga, which does not have a Sanitation Fee or Pavement Impact Fee included in their rate component.

- ✓ Services included in various commercial refuse rates are typically structured differently in each city, thereby making direct comparisons unreliable. For example, some cities may charge a general sanitation fee that covers graffiti abatement, street cleaning, etc., while other cities may charge a sanitation fee that only covers bulky item pick-up. As such, it is difficult to compare services provided by refuse haulers.

An example of this is the City of Upland, which charges high administrative fees to customers to compensate for the fact that their refuse service rates are not tied to a CPI adjustment. The City of Upland contracts out their refuse administrative services to Burrtec:

Proposed Commercial Rate Adjustments

The following tables compare current and proposed commercial rates for Solid waste, Recycling, and Greenwaste services. The tables also include the proposed Recycling and Sanitation Fee components.

It should be noted that the Franchise Fee was increased from 4 percent to 10 percent pursuant to Agreement No. 13-71 and the Pavement Impact Fee of 3.5 percent was adopted pursuant to Agreement No. 13-71. As such, the Pavement Impact Fee is not reflected in the 2008 Commercial Refuse Rate Component.

Table 2

Current and Proposed Multifamily Commercial Bin Rates – 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.50%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
Residential					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.90

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
1.5	1	\$65.12	\$8.37	\$19.23	\$6.51	\$1.37	\$2.28	\$102.88
1.5	2	\$118.66	\$16.75	\$38.04	\$11.87	\$2.73	\$4.15	\$192.20
1.5	3	\$172.20	\$25.12	\$57.27	\$17.22	\$4.10	\$6.03	\$281.94
Residential								
1.5	1	\$56.02	\$8.37	\$19.23	\$5.60	\$1.37	\$1.96	\$92.55

Table 3

Current and Proposed Multifamily Commercial Bin Rates – 2-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.50%	Disposal \$39.50	Franchise Fee 4%	Total
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
2	1	\$70.36	\$11.16	\$25.50	\$8.15	\$1.82	\$2.85	\$119.84
2	2	\$123.90	\$22.33	\$50.58	\$12.39	\$3.64	\$4.34	\$217.18
2	3	\$177.45	\$33.49	\$76.08	\$17.75	\$5.46	\$6.21	\$316.44

Table 4

Current and Proposed Multifamily Commercial Bin Rates – 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.50%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.40	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$16.75	\$38.04	\$11.32	\$2.73	\$3.96	\$169.24
3	2	\$149.98	\$33.49	\$76.08	\$15.00	\$5.46	\$5.25	\$285.26
3	3	\$203.53	\$50.24	\$114.11	\$20.35	\$8.19	\$7.12	\$403.26
3	4	\$257.07	\$66.98	\$152.15	\$25.71	\$10.92	\$9.00	\$521.83
3	5	\$310.61	\$83.73	\$190.19	\$31.06	\$13.65	\$10.87	\$640.11
3	6	\$364.16	\$100.47	\$228.23	\$36.42	\$16.38	\$12.75	\$758.41

Table 5

Current and Proposed Commercial Bin Rates – 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
		Residential			
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Table 5 (continued)

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>					
		<i>Service 0.00%</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	<i>Total</i>
1.5	1	\$65.12	\$15.47	\$6.51	\$1.37	\$2.28	\$90.75
1.5	2	\$118.66	\$31.35	\$11.87	\$2.73	\$4.15	\$168.76
1.5	3	\$172.20	\$46.82	\$17.22	\$4.10	\$6.03	\$246.37
<i>Residential</i>							
1.5	1	\$56.02	\$13.59	\$5.60	\$1.37	\$1.96	\$80.42

Table 6

Current and Proposed Commercial Bin Rates - 2-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>					
		<i>Service 0.00%</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	<i>Total</i>
2	1	\$70.36	\$20.90	\$7.04	\$1.82	\$2.46	\$102.58
2	2	\$123.90	\$41.80	\$12.39	\$3.64	\$4.34	\$186.07
2	3	\$177.45	\$62.70	\$17.75	\$5.46	\$6.21	\$269.57

Table 7
Current and Proposed Commercial Bin Rates – 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>					<i>Total</i>
		<i>Service 0.00%</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
3	1	\$96.44	\$31.35	\$9.64	\$2.73	\$3.38	\$143.54
3	2	\$149.98	\$62.70	\$15.00	\$5.46	\$5.25	\$238.39
3	3	\$203.53	\$93.63	\$20.35	\$8.19	\$7.12	\$332.82
3	4	\$257.07	\$124.98	\$25.71	\$10.92	\$9.00	\$427.68
3	5	\$310.61	\$156.33	\$31.06	\$13.65	\$10.87	\$522.52
3	6	\$364.16	\$187.68	\$36.42	\$16.38	\$12.75	\$617.39

Table 8
Current and Proposed Commercial Bin Rates with Recycling – 1.5-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
<i>Residential</i>					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Table 8 (continued)

Bin Size	Frequency	Proposed						
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
1.5	1	\$65.12	\$8.37	\$15.47	\$6.51	\$1.37	\$2.28	\$99.12
1.5	2	\$118.66	\$16.75	\$31.35	\$11.87	\$2.73	\$4.15	\$184.34
1.5	3	\$172.20	\$25.12	\$46.82	\$17.22	\$4.10	\$6.03	\$271.49
Residential								
1.5	1	\$56.02	\$8.37	\$13.59	\$5.60	\$1.37	\$1.96	\$88.79

Table 9

Current and Proposed Commercial Bin Rates with Recycling – 2-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

Bin Size	Frequency	Proposed						
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
2	1	\$70.36	\$11.16	\$20.90	\$7.04	\$1.82	\$2.46	\$115.24
2	2	\$123.90	\$22.33	\$41.80	\$12.39	\$3.64	\$4.34	\$208.40
2	3	\$177.45	\$33.49	\$62.70	\$17.75	\$5.46	\$6.21	\$303.06

Table 10

Commercial Bin Rates with Recycling – 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	<i>Total</i>
3	1	\$96.44	\$16.75	\$31.35	\$9.64	\$2.73	\$3.38	\$162.55
3	2	\$149.98	\$33.49	\$62.70	\$15.00	\$5.46	\$5.25	\$271.88
3	3	\$203.53	\$50.24	\$93.63	\$20.35	\$8.19	\$7.12	\$383.06
3	4	\$257.07	\$66.98	\$124.98	\$25.71	\$10.92	\$9.00	\$494.66
3	5	\$310.61	\$83.73	\$156.33	\$31.06	\$13.65	\$10.87	\$606.25
3	6	\$364.16	\$100.47	\$187.68	\$36.42	\$16.38	\$12.75	\$717.86

Table 11

Current and Proposed Commercial Greenwaste Rates – 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>		
		<i>Service 3.5%</i>	<i>Disposal \$28.00</i>	<i>Total</i>
3	1	\$100.46	\$36.40	\$126.14
3	2	\$156.23	\$72.80	\$207.59
3	3	\$212.01	\$109.20	\$289.05
3	4	\$267.78	\$145.60	\$370.50
3	5	\$323.55	\$182.00	\$451.95
3	6	\$379.33	\$218.40	\$533.41

Table 11 (continued)

Bin Size	Frequency	Proposed				
		Service 0.00%	Disposal \$35.61	Franchise Fee 10%	Impact Fee 3.5%	Total
3	1	\$95.42	\$46.29	\$9.54	\$3.34	\$154.59
3	2	\$147.93	\$92.58	\$14.79	\$5.18	\$260.48
3	3	\$200.45	\$138.87	\$20.05	\$7.02	\$366.39
3	4	\$252.96	\$185.16	\$25.30	\$8.85	\$472.27
3	5	\$305.47	\$231.45	\$30.55	\$10.69	\$578.16
3	6	\$357.99	\$277.74	\$35.80	\$12.53	\$684.06

Table 12

Current and Proposed Commercial Compacted Rates – 3- and 4-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.10%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
<i>4-Yard Bin</i>					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

Bin Size	Frequency	Proposed					
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
3	1	\$96.44	\$93.63	\$9.64	\$2.73	\$3.38	\$205.82
3	2	\$149.98	\$187.26	\$15.00	\$5.46	\$5.25	\$362.95
3	3	\$203.53	\$280.89	\$20.35	\$8.19	\$7.12	\$520.08
3	4	\$257.06	\$374.52	\$25.71	\$10.92	\$9.00	\$677.21
3	5	\$310.61	\$468.15	\$31.06	\$13.65	\$10.87	\$834.34
3	6	\$364.15	\$561.78	\$36.42	\$16.38	\$12.75	\$991.48
<i>4-Yard Bin</i>							
4	3	\$268.35	\$374.52	\$26.84	\$10.92	\$9.39	\$690.02

Table 13

**Current and Proposed Commercial Compacted Bin Rates with Recycling -
3- and 4-Yard Bin Size**

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.10%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
<i>4-Yard Bin</i>					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						<i>Total</i>
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
3	1	\$96.44	\$16.75	\$93.63	\$9.64	\$2.73	\$3.38	\$222.57
3	2	\$149.98	\$33.49	\$187.26	\$15.00	\$5.46	\$5.25	\$396.44
3	3	\$203.53	\$50.24	\$280.89	\$20.35	\$8.19	\$7.12	\$570.32
3	4	\$257.06	\$66.98	\$374.52	\$25.71	\$10.92	\$9.00	\$744.19
3	5	\$310.61	\$83.73	\$468.15	\$31.06	\$13.65	\$10.87	\$918.07
3	6	\$364.15	\$100.47	\$561.78	\$36.42	\$16.38	\$12.75	\$1,091.95
<i>4-Yard Bin</i>								
4	3	\$268.35	\$66.98	\$374.52	\$26.84	\$10.92	\$9.39	\$757.00

Table 14

Current and Proposed Commercial Temporary Bin Rates – 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.10%	Disposal \$39.50	Franchise Fee 4%	Total
3	7	\$60.06	\$17.78	\$2.50	\$80.35

Bin Size	Frequency	Proposed					
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
3	7	\$60.06	\$18.81	\$6.01	\$2.73	\$2.10	\$89.71

Table 15

Current and Proposed Commercial Roll-Off Rates

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Permanent</i>					
40	6	\$136.25	\$237.00	\$5.68	\$378.93
25	8	\$136.25	\$316.00	\$5.68	\$457.93
10	8	\$136.25	\$316.00	\$5.68	\$457.93
40 Comp	8	\$136.25	\$316.00	\$5.68	\$457.93

Bin Size	Max Tons	Proposed				
		Service 3.60%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Permanent</i>						
40	6	\$141.16	\$250.80	\$14.12	\$4.94	\$411.02
25	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
10	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
40 Comp	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62

Table 15 (continued)

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Temporary</i>					
40	6	\$154.97	\$237.00	\$6.46	\$398.43
25	8	\$161.21	\$316.00	\$6.72	\$483.93
10	8	\$161.21	\$316.00	\$6.72	\$483.93
40 Comp	8	\$161.21	\$316.00	\$6.72	\$483.93

Bin Size	Max Tons	Proposed				
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Temporary</i>						
40	6	\$160.55	\$250.80	\$16.06	\$5.62	\$433.03
25	8	\$167.02	\$334.40	\$16.70	\$5.85	\$523.97
10	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96
40 Comp	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Recycling</i>					
40	6	\$136.25	Actual	\$5.68	\$141.93
25	8	\$136.25	Actual	\$5.68	\$141.93
10	8	\$136.25	Actual	\$5.68	\$141.93
40 Comp	8	\$136.25	Actual	\$5.68	\$141.93

Bin Size	Max Tons	Proposed				
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Recycling</i>						
40	6	\$141.16	Actual	\$14.12	\$4.94	\$160.22
25	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
10	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
40 Comp	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22

Table 16

Proposed Commercial/Residential Extra Service Rates

<i>Extra Service</i>	<i>Proposed</i>	
	<i>Service</i>	<i>Total</i>
Extra Pickup	\$41.12	\$41.12
Locking Container	\$6.24	\$6.24
Steam Cleaning (Compactors)	\$85.13	\$85.13
Bulky Item Trip Fee	\$39.73	\$39.73
Bulky Item Fee (each Item)	\$11.35	\$11.35
Relocation Fee (Roll-Off)	\$85.13	\$85.13
Rental Fee (Per Day)	\$22.89	\$22.89

FISCAL IMPACT:

- Proposed CPI Adjustment:* The proposed CPI adjustment for Commercial Roll-Off Rates would result in a 3.6 percent increase. Service rates for Permanent and Recycling Roll-Off bins would increase from \$136.25 to \$141.16 and service rates for Temporary Roll-Off bins would increase from \$154.97 to \$160.55 and \$161.21 to \$167.01 depending on service level.
- Proposed Disposal Rate Adjustment:* The proposed Disposal rate adjustment of \$41.80 per ton for Landfill/Roll-Off rates and \$35.61 per ton for Greenwaste \$35.61 are pass-through costs charged to customers pursuant to Agreement 13-71. As a result of increased landfill rates, Burrtec is proposing to increase the Landfill, Roll-Off, and Greenwaste disposal rates. As proposed, the Landfill rate is increasing from \$39.50 per ton to \$41.80 per ton, the Greenwaste rate is increasing from \$28.00 per ton to \$35.61 per ton, and the Roll-Off disposal rate is increasing from \$39.50 per ton to \$41.80 per ton.
- Proposed Recycling Fee:* The proposed fee of \$1.29 per month would be included in the commercial refuse rate and billed accordingly to commercial refuse customers. The proposed Recycling Fee would be used to help the City comply with Assembly Bill 341, which requires commercial businesses that generate four or more cubic yards per week of waste and multifamily housing complexes with five or more units, to adopt recycling practices. Currently, commercial accounts are charged the same rate for recycling bins, as they are trash bins. With the proposed Recycling Fee, commercial accounts would receive a recycling bin at no additional cost. The proposed Recycling Fee is based on 30-40 percent of commercial accounts adopting the use of recycling bins. Once the number of commercial accounts exceeds the 30-40 percent rate threshold, then the Recycling Fee would need to be adjusted to compensate for the increase of commercial accounts using recycling bins.
- Proposed Sanitation Fee:* The proposed rate of \$0.21 per cubic yard would be included in the commercial refuse rate and billed accordingly to commercial refuse customers. The proposed Sanitation Fee would be used by the City for graffiti

abatement and for the removal of bulky items that are commonly left in alleyways and side streets throughout the City. Currently, Burrtec averages 30 hours a month collecting bulky items throughout the City, at an average of 35 tons a month of debris. A similar Sanitation Fee is currently charged to residential customers.

Proposed Rate: The proposed rate of \$0.21 per cubic yard would result in a monthly fee of \$2.73 based on a typical 3 Yard Bin Size at a frequency rate of once per week based on the following formula: 0.21 (proposed sanitation fee) \times 3 (yard bin size) \times 1 (frequency) \times 4.33 (weeks in the month) = \$2.73.

The rate component of \$0.21 per cubic yard is projected to produce \$41,550 annually based on the following projections: $197,860$ (annual yardage collected) \times $.21$ per cubic yard = \$41,550.

- *Proposed Extra Refuse Service Fees:* The proposed fees ranging from \$6.24 to \$85.13 would be included as elective fees that would only be charged to commercial accounts that elect to use these onetime services provided by Burrtec. These fees for extra services will only affect those commercial accounts that elect to use these services and will not affect those commercial accounts not opting for extra services. These Extra Service Fees will help Burrtec cover the cost of providing these elective services that the majority of commercial accounts do not use, while still proving these extra services to commercial accounts that wish to partake in these services.
- *Proposed reclassification of Multifamily Residential:* The proposed reclassification of Multifamily Residential from residential refuse service to commercial refuse service and the further renaming of Multifamily Residential to Multifamily Commercial would allow Burrtec and the City the ability to charge fees and rates proportional to the needs of multifamily units regardless of rate caps set by Proposition 218.
- *Proposed Rate Adjustment for Multifamily Commercial:* The proposed adjustment would increase the monthly rate from \$25.36 to \$32.94, an increase of \$7.58. Large item collections would also see a proposed increase from \$2,400.00 to \$3,250.00, an increase of \$850.00.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-3008 amending the fee schedule for the collection and disposal of commercial refuse.

Exhibit A
Commercial Refuse Rate Comparison

Ranked By Total Vendor Charge

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Upland	\$55.24	\$29.81	\$85.05	\$29.78	\$114.83
Grand Terrace	\$70.00	\$26.40	\$96.40	\$21.13	\$117.53
Rialto	\$81.50	\$29.09	\$110.59	\$29.12	\$139.71
Montclair	\$96.44	\$25.68	\$122.12	\$4.02	\$126.14
Rancho Cucamonga	\$93.86	\$31.25	\$125.11	\$22.27	\$147.38
Highland	\$99.78	\$26.40	\$126.18	\$29.62	\$155.80
Fontana	\$99.17	\$30.72	\$129.89	\$17.24	\$147.13
Montclair (Proposed)	\$113.19	\$38.01	\$151.23	\$18.01	\$169.24
Yucaipa	\$123.50	\$35.75	\$159.25	\$8.96	\$168.21

Since the cities surveyed vary in the services included in the city fee portion this is a direct comparison of cost applicable to refuse collection and disposal.

Ranked By Total Rate

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Upland	\$55.24	\$29.81	\$85.05	\$29.78	\$114.83
Grand Terrace	\$70.00	\$26.40	\$96.40	\$21.13	\$117.53
Montclair	\$96.44	\$25.68	\$122.12	\$4.02	\$126.14
Rialto	\$81.50	\$29.09	\$110.59	\$29.12	\$139.71
Fontana	\$99.17	\$30.72	\$129.89	\$17.24	\$147.13
Rancho Cucamonga	\$93.86	\$31.25	\$125.11	\$22.27	\$147.38
Highland	\$99.78	\$26.40	\$126.18	\$29.62	\$155.80
Yucaipa	\$123.50	\$35.75	\$159.25	\$8.96	\$168.21
Montclair (Proposed)	\$113.19	\$38.01	\$151.23	\$18.01	\$169.24

RESOLUTION NO. 13-3008

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR AMENDING THE
FEE SCHEDULE FOR THE COLLECTION AND
DISPOSAL OF COMMERCIAL REFUSE**

WHEREAS, Section 6.16.050 of the Montclair Municipal Code and Agreement No. 13-71 between the City of Montclair and Burrtec Waste Industries, Inc. (Burrtec) provide for annual adjustments of rates related to the collection and disposal of commercial refuse, not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area, All-Items Indexes, All Urban Consumers, for the year ending In January*; and

WHEREAS, the Montclair City Council last approved a commercial refuse service rate adjustment on July 18, 2008 with a retroactive date of July 1, 2008; and

WHEREAS, pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 11.5 percent—the cumulative CPI for January 2008 (3.9 percent), January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0); and

WHEREAS, Burrtec is requesting a commercial refuse service rate adjustment of only 3.6 percent for Roll-Off Rate commercial refuse, effective August 2013; and

WHEREAS, the Montclair City Council has examined the rate schedule and determined that the commercial refuse service rates hereinafter enumerated are fair, reasonable, and necessary and that such rates bear a reasonable relationship between cost and benefits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby set forth schedules of service rates for the collection and disposal of commercial refuse effective December 1, 2013, as follows:

**Table 1
Total Monthly Multifamily Commercial Refuse Rate Components
Current and Proposed Multifamily Commercial Refuse Rates**

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Multifamily		
Refuse Service Rate	\$10.32	\$17.28
Recycling/Greenwaste	3.19	
Refuse Landfill/Transfer Rate	3.69	8.43
MRF Fees	0.09	
Greenwaste Disposal	0.81	
Total Cost of Services—Paid to Burrtec	\$18.10	\$25.71

Table 1 (continued)

General Sanitation Fee	\$2.82	\$2.82
Administrative Fee	\$3.99	\$3.99
Household Hazardous Waste Fee	\$0.42	\$0.42
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$32.94
Total Monthly Unit Rate	\$25.36	\$32.94
Miscellaneous		
Large Item Collection:	\$2,400.00	\$3,250.00

Table 2

Current and Proposed Multifamily Commercial Bin Rates - 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
Residential					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.90

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
1.5	1	\$65.12	\$8.37	\$19.23	\$6.51	\$1.37	\$2.28	\$102.88
1.5	2	\$118.66	\$16.75	\$38.04	\$11.87	\$2.73	\$4.15	\$192.20
1.5	3	\$172.20	\$25.12	\$57.27	\$17.22	\$4.10	\$6.03	\$281.94
Residential								
1.5	1	\$56.02	\$8.37	\$19.23	\$5.60	\$1.37	\$1.96	\$92.55

Table 3

Current and Proposed Multifamily Commercial Bin Rates – 2-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
2	1	\$70.36	\$11.16	\$25.50	\$8.15	\$1.82	\$2.85	\$119.84
2	2	\$123.90	\$22.33	\$50.58	\$12.39	\$3.64	\$4.34	\$217.18
2	3	\$177.45	\$33.49	\$76.08	\$17.75	\$5.46	\$6.21	\$316.44

Table 4

Current and Proposed Multifamily Commercial Bin Rates – 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.40	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Table 4 (continued)

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$16.75	\$38.04	\$11.32	\$2.73	\$3.96	\$169.24
3	2	\$149.98	\$33.49	\$76.08	\$15.00	\$5.46	\$5.25	\$285.26
3	3	\$203.53	\$50.24	\$114.11	\$20.35	\$8.19	\$7.12	\$403.26
3	4	\$257.07	\$66.98	\$152.15	\$25.71	\$10.92	\$9.00	\$521.83
3	5	\$310.61	\$83.73	\$190.19	\$31.06	\$13.65	\$10.87	\$640.11
3	6	\$364.16	\$100.47	\$228.23	\$36.42	\$16.38	\$12.75	\$758.41

Table 5

Current and Proposed Commercial Bin Rates - 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
		Residential			
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
1.5	1	\$65.12	\$15.47	\$6.51	\$1.37	\$2.28	\$90.75
1.5	2	\$118.66	\$31.35	\$11.87	\$2.73	\$4.15	\$168.76
1.5	3	\$172.20	\$46.82	\$17.22	\$4.10	\$6.03	\$246.37
		Residential					
1.5	1	\$56.02	\$13.59	\$5.60	\$1.37	\$1.96	\$80.42

Table 6

Current and Proposed Commercial Bin Rates - 2-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
2	1	\$70.36	\$20.90	\$7.04	\$1.82	\$2.46	\$102.58
2	2	\$123.90	\$41.80	\$12.39	\$3.64	\$4.34	\$186.07
2	3	\$177.45	\$62.70	\$17.75	\$5.46	\$6.21	\$269.57

Table 7

Current and Proposed Commercial Bin Rates - 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Table 7 (continued)

Bin Size	Frequency	Proposed					
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
3	1	\$96.44	\$31.35	\$9.64	\$2.73	\$3.38	\$143.54
3	2	\$149.98	\$62.70	\$15.00	\$5.46	\$5.25	\$238.39
3	3	\$203.53	\$93.63	\$20.35	\$8.19	\$7.12	\$332.82
3	4	\$257.07	\$124.98	\$25.71	\$10.92	\$9.00	\$427.68
3	5	\$310.61	\$156.33	\$31.06	\$13.65	\$10.87	\$522.52
3	6	\$364.16	\$187.68	\$36.42	\$16.38	\$12.75	\$617.39

Table 8

Current and Proposed Commercial Bin Rates with Recycling – 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
Residential					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Bin Size	Frequency	Proposed						
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
1.5	1	\$65.12	\$8.37	\$15.47	\$6.51	\$1.37	\$2.28	\$99.12
1.5	2	\$118.66	\$16.75	\$31.35	\$11.87	\$2.73	\$4.15	\$184.34
1.5	3	\$172.20	\$25.12	\$46.82	\$17.22	\$4.10	\$6.03	\$271.49
Residential								
1.5	1	\$56.02	\$8.37	\$13.59	\$5.60	\$1.37	\$1.96	\$88.79

Table 9
Current and Proposed Commercial Bin Rates with Recycling – 2-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
2	1	\$70.36	\$11.16	\$20.90	\$7.04	\$1.82	\$2.46	\$115.24
2	2	\$123.90	\$22.33	\$41.80	\$12.39	\$3.64	\$4.34	\$208.40
2	3	\$177.45	\$33.49	\$62.70	\$17.75	\$5.46	\$6.21	\$303.06

Table 10
Commercial Bin Rates with Recycling – 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$16.75	\$31.35	\$9.64	\$2.73	\$3.38	\$162.55
3	2	\$149.98	\$33.49	\$62.70	\$15.00	\$5.46	\$5.25	\$271.88
3	3	\$203.53	\$50.24	\$93.63	\$20.35	\$8.19	\$7.12	\$383.06
3	4	\$257.07	\$66.98	\$124.98	\$25.71	\$10.92	\$9.00	\$494.66
3	5	\$310.61	\$83.73	\$156.33	\$31.06	\$13.65	\$10.87	\$606.25
3	6	\$364.16	\$100.47	\$187.68	\$36.42	\$16.38	\$12.75	\$717.86

Table 11
Current and Proposed Commercial Greenwaste Rates - 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>		
		<i>Service 3.5%</i>	<i>Disposal \$28.00</i>	<i>Total</i>
3	1	\$100.46	\$36.40	\$126.14
3	2	\$156.23	\$72.80	\$207.59
3	3	\$212.01	\$109.20	\$289.05
3	4	\$267.78	\$145.60	\$370.50
3	5	\$323.55	\$182.00	\$451.95
3	6	\$379.33	\$218.40	\$533.41

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>				<i>Total</i>
		<i>Service 0.00%</i>	<i>Disposal \$35.61</i>	<i>Franchise Fee 10%</i>	<i>Impact Fee 3.5%</i>	
3	1	\$95.42	\$46.29	\$9.54	\$3.34	\$154.59
3	2	\$147.93	\$92.58	\$14.79	\$5.18	\$260.48
3	3	\$200.45	\$138.87	\$20.05	\$7.02	\$366.39
3	4	\$252.96	\$185.16	\$25.30	\$8.85	\$472.27
3	5	\$305.47	\$231.45	\$30.55	\$10.69	\$578.16
3	6	\$357.99	\$277.74	\$35.80	\$12.53	\$684.06

Table 12
Current and Proposed Commercial Compacted Rates - 3- and 4-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			<i>Total</i>
		<i>Service 3.1%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
<i>4 Yard Bin</i>					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

Table 12 (continued)

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$93.63	\$9.64	\$2.73	\$3.38	\$205.82
3	2	\$149.98	\$187.26	\$15.00	\$5.46	\$5.25	\$362.95
3	3	\$203.53	\$280.89	\$20.35	\$8.19	\$7.12	\$520.08
3	4	\$257.06	\$374.52	\$25.71	\$10.92	\$9.00	\$677.21
3	5	\$310.61	\$468.15	\$31.06	\$13.65	\$10.87	\$834.34
3	6	\$364.15	\$561.78	\$36.42	\$16.38	\$12.75	\$991.48
4 Yard Bin							
4	3	\$268.35	\$374.52	\$26.84	\$10.92	\$9.39	\$690.02

Table 13

**Current and Proposed Commercial Compacted Bin Rates with Recycling -
3- and 4-Yard Bin Size**

Bin Size	Frequency	Current			
		Service 3.1%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
4 Yard Bin					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

Table 13 (continued)

Bin Size	Frequency	Proposed						
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
3	1	\$96.44	\$16.75	\$93.63	\$9.64	\$2.73	\$3.38	\$222.57
3	2	\$149.98	\$33.49	\$187.26	\$15.00	\$5.46	\$5.25	\$396.44
3	3	\$203.53	\$50.24	\$280.89	\$20.35	\$8.19	\$7.12	\$570.32
3	4	\$257.06	\$66.98	\$374.52	\$25.71	\$10.92	\$9.00	\$744.19
3	5	\$310.61	\$83.73	\$468.15	\$31.06	\$13.65	\$10.87	\$918.07
3	6	\$364.15	\$100.47	\$561.78	\$36.42	\$16.38	\$12.75	\$1,091.95
4 Yard Bin								
4	3	\$268.35	\$66.98	\$374.52	\$26.84	\$10.92	\$9.39	\$757.00

Table 14

Current and Proposed Commercial Temporary Bin Rates - 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.10%	Disposal \$39.50	Franchise Fee 4%	Total
3	7	\$60.06	\$17.78	\$2.50	\$80.35

Bin Size	Frequency	Proposed					
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
3	7	\$60.06	\$18.81	\$6.01	\$2.73	\$2.10	\$89.71

Table 15

Current and Proposed Commercial Roll-Off Rates

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
Permanent					
40	6	\$136.25	\$237.00	\$5.68	\$378.93
25	8	\$136.25	\$316.00	\$5.68	\$457.93
10	8	\$136.25	\$316.00	\$5.68	\$457.93
40 Comp	8	\$136.25	\$316.00	\$5.68	\$457.93

Table 15 (continued)

Bin Size	Max Tons	Proposed				Total
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	
<i>Permanent</i>						
40	6	\$141.16	\$250.80	\$14.12	\$4.94	\$411.02
25	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
10	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
40 Comp	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62

Bin Size	Max Tons	Current			Total
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	
<i>Temporary</i>					
40	6	\$154.97	\$237.00	\$6.46	\$398.43
25	8	\$161.21	\$316.00	\$6.72	\$483.93
10	8	\$161.21	\$316.00	\$6.72	\$483.93
40 Comp	8	\$161.21	\$316.00	\$6.72	\$483.93

Bin Size	Max Tons	Proposed				Total
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	
<i>Temporary</i>						
40	6	\$160.55	\$250.80	\$16.06	\$5.62	\$433.03
25	8	\$167.02	\$334.40	\$16.70	\$5.85	\$523.97
10	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96
40 Comp	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96

Table 15 (continued)

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Recycling</i>					
40	6	\$136.25	Actual	\$5.68	\$141.93
25	8	\$136.25	Actual	\$5.68	\$141.93
10	8	\$136.25	Actual	\$5.68	\$141.93
40 Comp	8	\$136.25	Actual	\$5.68	\$141.93

Bin Size	Max Tons	Proposed				
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Recycling</i>						
40	6	\$141.16	Actual	\$14.12	\$4.94	\$160.22
25	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
10	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
40 Comp	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22

Table 16

Proposed Commercial/Residential Extra Service Rates

Extra Service	Proposed	
	Service	Total
Extra Pickup	\$41.12	\$41.12
Locking Container	\$6.24	\$6.24
Steam Cleaning (Compactors)	\$85.13	\$85.13
Bulky Item Trip Fee	\$39.73	\$39.73
Bulky Item Fee (each item)	\$11.35	\$11.35
Relocation Fee (Roll-Off)	\$85.13	\$85.13
Rental Fee (per day)	\$22.89	\$22.89

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-3008 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE
NO. 13-937 AMENDING CHAPTER 9.02
OF THE MONTCLAIR MUNICIPAL CODE
AND ADDING CHAPTER 9.14 TO THE
MONTCLAIR MUNICIPAL CODE RELATED
TO USE OF THE MONTCLAIR TRANSCENTER
AND CITY-OWNED PROPERTIES

FIRST READING

DATE: October 7, 2013
SECTION: PUBLIC HEARINGS
ITEM NO.: C
FILE I.D.: TRN240
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Amendments to the Montclair Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: In August 2013, staff received an electronic communication from a resident complaining about conditions at the Montclair Transcenter, including substandard maintenance of the grounds, furniture, portable toilets and trash receptacles. Staff responded electronically to the resident, explaining the challenges the City faces because the responsibility for maintenance is shared by the City and Caltrans. However, staff acknowledged that at least a portion of the trash problem is created by individuals engaging in the illegal vending of food and beverages at the Transcenter.

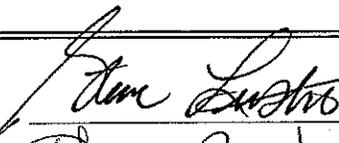
Accordingly, staff has prepared Ordinance No. 13-937, which sets forth regulations governing the conduct and behavior of persons using the Transcenter and City-owned property other than parks, which is presently covered in Chapter 9.12 of the Montclair Municipal Code.

In addition to regulating vending and peddling, the proposed Ordinance also addresses such things as vandalism, littering, gambling, boisterous conduct, and alcoholic beverages at the Transcenter and City-owned properties.

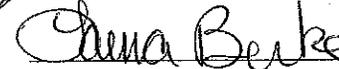
FISCAL IMPACT: The City Council's adoption of the first reading of proposed Ordinance No. 13-937 would have no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 13-937 amending Chapter 9.02 of the Montclair Municipal Code and adding Chapter 9.14 to the Montclair Municipal Code related to use of the Montclair Transcenter and City-owned properties.

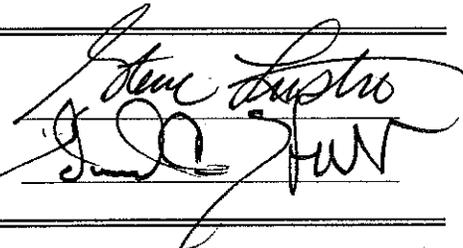
Prepared by:



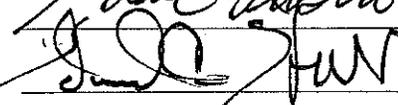
Proofed by:



Reviewed and
Approved by:



Presented by:



ORDINANCE NO. 13-937

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 9.02 ("DEFINITIONS") OF THE MONTCLAIR MUNICIPAL CODE AND ADDING CHAPTER 9.14 ("MONTCLAIR TRANSCENTER AND CITY-OWNED PROPERTIES") TO THE MONTCLAIR MUNICIPAL CODE

WHEREAS, the Montclair Transcenter ("Transcenter") is a multimodal transportation center located at 5091 Richton Street and owned by the State of California; and

WHEREAS, the Transcenter is a busy embarkation and debarkation point for rail commuters on Metrolink's San Bernardino Line, which operates seven days a week; and

WHEREAS, the Transcenter is also planned as the future terminus of Phase 2B of the Metro Gold Line light rail system; and

WHEREAS, the Transcenter is also served by buses operated by Omnitrans, Foothill Transit, and Riverside Transit Agency (RTA); and

WHEREAS, the Transcenter represents the City of Montclair to thousands of commuters weekly traveling to, from, or through the City; and

WHEREAS, the State of California Department of Transportation (Caltrans) is responsible for maintenance of all landscaping and parking lot lighting, bus shelter lighting, and landscape lighting at the Transcenter; and

WHEREAS, the City contracts for weekly disposal of trash and the sweeping of all paved surfaces twice monthly; and

WHEREAS, because of the significant number of rail and bus commuters using the Transcenter, opportunistic individuals often engage in the illegal vending of food and beverages on Transcenter property, exacerbating the trash problem; and

WHEREAS, the City Council now finds it necessary to adopt regulations governing the conduct and behavior of persons using the Montclair Transcenter and other City-owned properties so that said facilities may be enjoyed by all.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

Section I. Amendment of Code.

The following definitions are hereby added to Section 9.02.020 ("Definitions") of the Montclair Municipal Code:

Caltrans means the State of California Department of Transportation.

City Manager means the City Manager of the City of Montclair.

City-owned property, as used in this Title, means property owned in fee by the City of Montclair. This definition does not include single-family and multifamily properties owned and managed by the Montclair Housing Corporation, the Montclair Housing Authority, or properties leased by the City for private use.

Montclair Civic Center, as used in this Title, means the property bounded by Benito Street on the north; the westerly boundary of Alma Hofman Park on the east; the northerly line of Tract No. 6139 on the south; and Fremont Avenue on the west.

Montclair Transcenter means the property bounded by the southerly right-of-way line of the Pacific Electric Inland Empire Trail on the north; the westerly line of Parcel Map No. 4531 and the westerly line of Parcel Map No. 14479 on the east; the southerly line of the Southern California Regional Rail Authority (Metrolink) right-of-way on the south; and Monte Vista Avenue on the west. As used in this Title, this definition shall also include the street right-of-way of Richton Street between the westerly and easterly boundaries of the Montclair Transcenter.

Section II. Amendment of Code.

Chapter 9.14 is hereby added to the Montclair Municipal Code as follows:

Chapter 9.14

MONTCLAIR TRANSCENTER AND CITY-OWNED PROPERTIES

Sections:

9.14.010	Purpose.
9.14.020	Unlawful acts.
9.14.030	Signs.
9.14.040	Vandalism.
9.14.050	Public toilets.
9.14.060	Littering.
9.14.070	Animals.
9.14.080	Boisterous conduct.
9.14.090	Gambling.
9.14.100	Vending and peddling.
9.14.110	Alcoholic beverages.
9.14.120	Advertising.
9.14.130	Nuisance.

9.14.010 Purpose.

The purpose and intent of this Chapter is to provide for the safe use and enjoyment by the public of the Montclair Transcenter and all City-owned properties by adopting regulations governing the conduct and behavior of persons using such public places so that said facilities may be enjoyed by all.

9.14.020 Unlawful acts.

It is unlawful for any person to do or commit, or for any person to cause or permit to be done or committed within the boundaries of the Montclair Transcenter or any City-owned property, any act specifically prohibited in this Chapter.

9.14.030 Signs.

No person shall fail or refuse to obey or comply with any notice or sign, including warning, regulatory and road markings, placed by Caltrans or by the City Manager, or his/her designee, for the safety or control of persons, vehicles or animals. No person shall willfully refuse to follow or comply with any lawful order or direction given by a City employee.

9.14.040 Vandalism.

No person shall willfully cut, break, injure, deface, disfigure, mark or write upon, paint, etch, carve, burn, tamper with, attach rope or wire to, displace, or remove any tree; shrub; plant; turf; rock; soil; wood; building; fence; wall; table; bench; chair; pole; light; railing; drinking fountain; trash receptacle; vending machine; display case; irrigation equipment or other public utility, part, or appurtenance thereof; sign; notice or placard, whether temporary or permanent; monument; stake, post, or other boundary marker; equipment; tools; implements; materials; or any other structure or property whatsoever, either real or personal.

9.14.050 Public toilets.

No person shall fail to cooperate in maintaining public toilets in a neat and sanitary condition nor shall any person loiter in or around any public toilet or enter any public toilet designated for the opposite gender, except that this provision shall not apply to persons under five years of age accompanied by a parent or guardian.

9.14.060 Littering.

No person shall deposit, throw, discharge, or otherwise place any paper, ashes, dirt, bottles, broken glass, cans, trash, litter, rubbish, debris, or any substance, matter, or thing, either liquid or solid, on the grounds of the Montclair Transcenter or any City-owned property, except in receptacles designated for such items, nor shall any person bring any of the aforementioned substances, except litter accumulated in the course of automobile, bus, or train travel, into the Montclair Transcenter or any City-owned property for the purpose of disposal thereof. Where designated receptacles are not provided, all such rubbish and waste shall be removed from the Montclair Transcenter or City-owned property and properly disposed of elsewhere.

9.14.070 Animals.

No person shall ride, lead, or let loose any animal or fowl of any kind at the Montclair Transcenter or on any City-owned property, except that it shall not be unlawful to have dogs physically restrained by a leash not in excess of six feet.

No person shall keep or permit to remain any dog that is noisy, vicious, or dangerous or which disturbs other persons within the boundaries of the Montclair Transcenter or any City-owned property after such person has been

directed to remove such dog. No person shall trap, kill, injure, catch, or mistreat any wild or domesticated bird or animal; or destroy, remove, or disturb any of the young or eggs of same; or permit any dog to pursue, trap, kill, or wound any wild or domesticated bird or animal, except that the provisions of this Section shall not apply to City or contract employees regulating animal populations that have been declared a nuisance or hazard by the City Manager or his/her designee consistent with laws protecting animals.

9.14.080 Boisterous conduct.

No person shall maliciously or willfully disturb the peace or quiet of the Montclair Transcenter, City-owned property, or of any person therein by creating loud or unusual noises or by engaging in riotous, boisterous, threatening, indecent, or offensive conduct or by using abusive, profane, indecent, or vulgar language. No person shall play or utilize any sound-amplifying system within the Montclair Transcenter or on any City-owned property or facility not specifically designated for that purpose or permitted by the City Manager or his/her designee.

9.14.090 Gambling.

No person shall gamble or engage in gambling at the Montclair Transcenter or on City-owned property, except that this Section shall not apply to bingo activities that occur within buildings at the Montclair Civic Center.

9.14.100 Vending and peddling.

No person shall expose or offer for sale any food, article, or thing nor shall any person station or place and stand, cart, or vehicle for the transportation, sale, or display of any such article or thing within the Montclair Transcenter or any City-owned property except by written permission from the City Manager or his/her designee. No person shall give, set up, or maintain any exhibition, show, performance, concert, lecture, entertainment, or similar activity at the Montclair Transcenter or on any City-owned property without written permission to do so from the City Manager or his/her designee. No person shall offer any for-profit services at the Montclair Transcenter or on any City-owned property without the written permission from the City Manager or his/her designee. As used in this Section, lawful possession of a City of Montclair Business License does not qualify as written permission from the City Manager or his/her designee.

9.14.110 Alcoholic beverages.

No person shall consume or have in his or her possession, custody, or control any open container of an alcoholic beverage of any kind whatsoever, except when attending a function operating under a permit issued by the City Manager or his/her designee. No intoxicated person shall enter or remain within the boundaries of the Montclair Transcenter or any City-owned property.

9.14.120 Advertising.

No person shall announce, advertise, or call the public's attention in any way to any article for sale or hire; or paste, glue, tack, or otherwise place or post any sign, picture, placard, advertisement, or inscription whatsoever; or distribute any handbill, circular, or petition except by permission from the City

Manager or his/her designee, provided that this Section shall not apply to any concession operating under a lease granted by the City.

9.14.130 Nuisance.

It shall be deemed a public nuisance for any person to do or commit, or cause to permit to be done or committed on or within the boundaries of the Montclair Transcenter or any City-owned property, any prohibited act as described in this Chapter or as outlined in Chapter 7.24 herein.

Section III. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

Section IV. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

Section V. Posting.

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-937 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2013, and finally passed not less than five (5) days thereafter on the XX day of XX, 2013, by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO PURCHASE A COMPUTER FOR CRIME ANALYSIS	DATE: October 7, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 1
	FILE I.D.: PDT405
	DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department is requesting the City Council consider authorizing the Police Department's purchase of a computer to be used for crime analysis.

BACKGROUND: The Police Department received funding under Proposition 30 for implementation of Public Safety Realignment (Realignment) efforts. Funding is to be used by frontline law enforcement to implement reentry programs and/or address crime impacts to communities affected by Realignment.

Staff is requesting to use a portion of the Proposition 30 funding to purchase a computer for the Detective Bureau Administrative Specialist to perform in-house crime analysis and mapping. The City's Geographic Information System (GIS) Specialist currently utilizes ArcGIS software to serve the GIS application needs of various City departments. A site license is available for the ArcGIS software that would allow the Detective Bureau Administrative Specialist to access the extensive database already developed by the GIS Specialist; however, her existing computer will not support the software and must be replaced.

The Detective Bureau Administrative Specialist would be tasked with identifying, analyzing, tracking, and mapping crime trends and patterns, as well as violent and noncompliant probationers and parolees who pose a risk to the community. This information may be shared with outside jurisdictions as well as community members and organizations through use of various web-based reports and maps and, in some cases, the Nixle notification system.

The following vendors submitted their cost quotations as listed for a Hewlett-Packard Workstation Z220:

<i>Vendor</i>	<i>Bid Amount</i>
PC Mall	\$1,715
CDW-G	\$1,727
Newegg	\$1,779

Prepared by: Judy B.

Reviewed and
Approved by: [Signature]

Proofed by: Sharon Aguiar

Presented by: [Signature]

Although PC Mall provided the lowest bid, Police Department staff recommends the computer be purchased from CDW-G. The recommendation is based on City Information Technology staff's longstanding working relationship and positive experiences with CDW-G.

FISCAL IMPACT: If authorized by the City Council, purchase of the computer would result in an expenditure of \$1,727 from Proposition 30 funding.

RECOMMENDATION: Staff recommends the City Council authorize the purchase of a computer for crime analysis.

AGENDA REPORT

SUBJECT: CONSIDER DECLARING POLICE VEHICLES AS SURPLUS AND AUTHORIZING THEIR SALE AT AUCTION

DATE: October 7, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: VEH150

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider declaring Police Department vehicles that are no longer in service as surplus so they may be sold at auction.

BACKGROUND: The following vehicles have reached the end of their service lives, are no longer in use, and are proposed to be declared as surplus for sale by auction. The vehicle identification numbers, mileage, and estimated sales prices are as follows:

<i>Year and Model</i>	<i>Vehicle Identification Number</i>	<i>Mileage</i>	<i>Estimated Sales Price</i>
2006 Chevrolet Trailblazer	1GNDS13S162354869	120,000	\$1,860
2008 Dodge Durango	1D8HD48N48F120988	131,942	\$2,656

Both vehicles have mileage in excess of 100,000 miles. The Dodge Durango has moderate exterior and interior damage and a coolant leak in the engine. The Chevrolet Trailblazer has moderate interior damage, severe left-front-door damage, various dents and scratches on the exterior, and a worn suspension.

FISCAL IMPACT: It is estimated the City would receive \$4,516 from the sale of the vehicles by the auction company. Both vehicles were purchased by the San Bernardino West End Narcotics Enforcement Team using Federal Asset Forfeiture funds, and all proceeds from the sale of the vehicles would be returned to the Federal Asset Forfeiture fund pursuant to the U.S. Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*.

RECOMMENDATION: Staff recommends the City Council declare Police vehicles as surplus and authorize their sale at auction.

Prepared by:

Judy B.
Sharon Finner

Reviewed and
Approved by:

[Signature]
[Signature]

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE:	October 7, 2013
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	3
		FILE I.D.:	FIN540
		DEPT.:	ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated October 7, 2013, and Payroll Documentation dated August 11, 2013; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated October 7, 2013, totals \$7,750,746.69. The Payroll Documentation dated August 11, 2013, totals \$613,570.07, with \$417,569.43 being the total cash disbursement.

RECOMMENDATION: Staff recommends the City Council approve the above referenced Warrant Register and Payroll Documentation as presented.

Prepared by:

Yvonne L Smith
Andrew Phillips

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

AGENDA REPORT

SUBJECT: CONSIDER AMENDING THE FISCAL YEARS 2013-2018 CAPITAL IMPROVEMENT PROGRAM BY DELETING THE GAS TAX FUNDING SOURCE FOR THE NORTHEAST MONTCLAIR PAVEMENT REHABILITATION PROJECT

DATE: October 7, 2013

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: STA540

DEPT.: PUBLIC WORKS

CONSIDER AUTHORIZATION OF A \$965,000 APPROPRIATION FROM THE MEASURE I FUND FOR THE NORTHEAST MONTCLAIR PAVEMENT REHABILITATION PROJECT

CONSIDER AWARD OF CONTRACT FOR THE NORTHEAST MONTCLAIR PAVEMENT REHABILITATION PROJECT TO GENTRY BROTHERS, INC., IN THE AMOUNT OF \$851,117

CONSIDER APPROVAL OF AGREEMENT NO. 13-83 WITH GENTRY BROTHERS, INC., FOR CONSTRUCTION OF THE NORTHEAST MONTCLAIR PAVEMENT REHABILITATION PROJECT

CONSIDER USE OF MEASURE I FUNDS FOR REMOVAL OF TREES WITHIN STREET RIGHT-OF-WAY ASSOCIATED WITH THE NORTHEAST MONTCLAIR PAVEMENT REHABILITATION PROJECT

CONSIDER AUTHORIZATION OF AN \$85,000 CONSTRUCTION CONTINGENCY

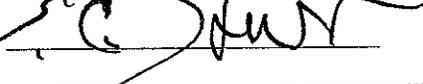
REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval.

BACKGROUND: The Northeast Montclair Street Rehabilitation Project is intended to repair uplifted curb, gutter, and sidewalk as well as resurface residential streets throughout a large portion of the northeast portion of the City. Project limits are from San Bernardino Street on the south, Benson Avenue on the east, San José Street on the north, and Rose Avenue on the west. This project is a follow-up to recent Monte Vista Water District water line improvements in the same area. The condition of the streets prior to the Water District work was fair to poor; but with the trench repairs that were made, it was determined that the streets should be rehabilitated sooner rather than later.

Prepared by: 

Reviewed and Approved by: 

Proofed by: 

Presented by: 

On Thursday September 5, 2013, the Deputy City Clerk received and opened seven bid proposals for construction of the Northeast Montclair Street Rehabilitation Project. The bid results are shown below. Following the bid opening, the seven bid proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, Gentry Brothers, Inc., provided all the required documents and was deemed the lowest responsible, responsive bidder for the project. Gentry Brothers, Inc., has performed several street improvement projects within the City and is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's Estimate	\$850,000.00
Gentry Brothers, Inc.,	\$851,117.00
KAD Paving Company	\$950,999.20
All American Asphalt	\$1,016,000.00
Sully-Miller Contracting Co.	\$1,053,000.00
Palp, Inc., DBA Excel Paving Company	\$1,055,425.00
Laird Construction Co., Inc.,	\$1,122,221.00
Hardy & Harper, Inc.,	\$1,177,000.00

The pavement rehabilitation work requires the removal of several trees that have uplifted curb, gutter, sidewalk, and pavement. Rather than include the removal of these trees as part of the construction contract, the City will use West Coast Arborists, already under contract with the City, to do the removals.

FISCAL IMPACT: The subject project is included in the Fiscal Year 2013-14 Capital Improvement Program (CIP). Gas Tax funds were previously appropriated as part of the adoption of the CIP. Rather than use Gas Tax funds for this project, staff proposes using Measure I funds. The change in funding is included in staff's recommendation. The Measure I funding appropriation also includes funds for the removal of trees required for this project. The trees will be removed by West Coast Arborists, which is already under an annual contract with the City for tree maintenance services.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Northeast Montclair Pavement Rehabilitation Project:

1. Amend the Fiscal Years 2013-2018 Capital Improvement Program by deleting the Gas Tax funding source.
2. Authorize a \$965,000 appropriation from the Measure I Fund.
3. Award a contract to Gentry Brothers, Inc., in the amount of \$851,117 for construction of the project.
4. Approve Agreement No. 13-83 with Gentry Brothers, Inc.
5. Approve the use of Measure I funds for the removal of trees with street right-of-way associated with the project.
6. Authorize an \$85,000 construction contingency.

Infrastructure Fund Capital Project Funding Information

Project Name: Northeast Montclair Street Rehabilitation Project

Project Details: This project will resurface residential street in the northeastern part of the city that has been scarred by recent water main and service line upgrades. The limits are generally bounded by San Bernardino Street, Benson Avenue, San Jose Street and Central Avenue.

Preparation Date: July 31, 2013

Department: Public Works/ Engineering

Project No. (Assigned by Finance): _____

Contact/Ext.: M. Hudson X. 441

Phase	Prior Years	Fiscal Years				Total	Fund/Program
		2013/2014	2014/2015	2015/2016	2016/2017		
Environmental							
Design							
R/W Acquisition							
Construction		965,000.00					1104 Measure I
Total	0.00	965,000.00	0.00	0.00	0.00	965,000.00	965,000.00

Approvals:

Department: Public Works/ Engineering By: *M. Hudson* Date: September 19, 2013

Finance By: _____ Date: _____

City Council Date: October 7, 2013

Revision Number: 1-Sep 19, 2013

Total Project Cost: 965,000.00

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **Gentry Brothers, Inc.**, hereinafter referred to as "CONTRACTOR," and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

NORTHEAST MONTCLAIR STREET REHABILITATION PROJECT

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. **INSURANCE:** The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. **Compensation Insurance:** Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of § 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability – Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability – Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective – Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (5) Automobile – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (6) Automobile – Property Damage \$500,000 each accident.

c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. Each such policy of insurance provided for in paragraph b. shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
 - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

5. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

6. **NONDISCRIMINATION**: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons; and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

7. **INELIGIBLE SUBCONTRACTORS**: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

8. **CONTRACT PRICE AND PAYMENT**: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **September 5, 2013**.

9. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

10. HUD FEDERAL LABOR STANDARDS: Labor Standards (HUD form 4010) apply to this project and are attached."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR:

CITY:

GENTRY BROTHERS, INC.
384 Live Oak Ave.
Irwindale, CA 91706

CITY OF MONTCLAIR, CALIFORNIA

By: _____
Name

Paul M. Eaton
Mayor

Title

ATTEST:

By: _____
Name

Yvonne L. Smith
Deputy City Clerk

Title

By: _____
Name

Title

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 13-84 WITH TRANS UNION LLC FOR
ACCESS TO CONSUMER CREDIT REPORT
INFORMATION

DATE: October 7, 2013

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: PDT405

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-84 with Trans Union LLC to receive consumer credit report information necessary for completion of the preemployment background investigation process.

BACKGROUND: The Police Department has utilized Trans Union LLC to access consumer credit report information for many years. Prospective employees must undergo a comprehensive preemployment background investigation in order for Department personnel to ascertain the candidate's character and suitability for employment. The investigation is conducted by the Police Department's Background Investigator and consists of a thorough examination into the personal history of the candidate including use of credit data as part of the decision-making process.

Candidates are required to complete a consent form certifying the Police Department is authorized to obtain a copy of their consumer credit report for the limited purpose of a preemployment background investigation. Candidates are provided a copy of the report as well as a copy of the informational document, "A Summary of Your Rights Under the Fair Credit Reporting Act."

FISCAL IMPACT: Access to consumer credit report information requires membership with Trans Union LLC at a cost of \$40 per month. Additionally, the City would be billed transaction fees averaging \$10 per individual employment credit report. Costs incurred by the City would correlate with the number of applicants subjected to the preemployment background investigation process. Funds for this purpose have been allocated in the Administrative Services Fiscal Year 2013-14 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-84 with Trans Union LLC for access to consumer credit report information.

Prepared by:

Judy B.

Reviewed and
Approved by:

C. Stewart

Proofed by:

Sharon Gagnier

Presented by:

David Stewart

**TRANSUNION MASTER AGREEMENT
FOR CONSUMER REPORTING AND ANCILLARY SERVICES**

This TransUnion Master Agreement for Consumer Reporting and Ancillary Services ("Agreement") is made and entered as of this _____ date of _____, 2013 (the "Effective Date"), by and between Trans Union LLC, with its principal place of business at 555 West Adams, Chicago, Illinois 60661 ("TransUnion"), and Montclair Police Department, with its principal place of business at 4870 Arrow Highway, Montclair, California 91763 ("Subscriber"). In consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TransUnion and Subscriber hereby agree as follows:

1. **Scope of Agreement.** This Agreement applies to any of those information services which Subscriber may desire to receive from TransUnion and which TransUnion offers to Subscriber. Such information services shall herein be collectively referred to as "Services" and all information derived therefrom shall be collectively referred to as "Services Information."

Subscriber enters into this Agreement on behalf of itself and its affiliates under common ownership and control, as identified on the attached Exhibit A ("Affiliates"), which may be amended by Subscriber from time to time to add and/or delete Affiliates upon written notice to TransUnion. Subscriber and all said Affiliates shall hereinafter be referred to collectively as "Subscriber."

This Agreement consists of the general terms and conditions set forth in the body of this Agreement ("General Terms") and Exhibit A. If there is a conflict between the General Terms and any Exhibit, the General Terms shall govern.

2. **Subscriber's Business.** Subscriber certifies that the nature of Subscriber's business is as described by Subscriber in Subscriber's customer membership materials.

3. **Consumer Reporting Services.**

- 3.1 **Consumer Report Information.** TransUnion makes certain consumer report information services from its consumer reporting database ("Consumer Report Information") available to its customers who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*) including, without limitation, all amendments thereto ("FCRA").

- 3.2 **FCRA Penalties.** THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

- 3.3 **Subscriber Certifications.** Subscriber certifies that it shall request Consumer Report Information solely for Subscriber's exclusive one-time use and use such information solely for the permissible purpose(s) set forth below in Sections 3.4 – 3.7, and for no other purpose, subject however, to the additional restrictions set forth herein. If requested by TransUnion, and in addition to the general certification set forth herein, Subscriber agrees to, and shall, individually certify the permissible purpose for each Consumer Report Information it requests. Such individual certification shall be made by Subscriber pursuant to instructions provided from time to time by TransUnion. Additionally, Subscriber certifies that Subscriber is not a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TransUnion for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer. For purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA.

3.4 **Consumer Report Information - Permissible Purpose(s):**

- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.
- In connection with the underwriting of insurance involving the consumer.
- Pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information, and will contain at a minimum the subject's name, address, social security number (where available) and signature. Subscriber further agrees to retain copies of all such written authorizations for a minimum of five (5) years from the date of inquiry, and make such written authorizations available to TransUnion upon request. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase Consumer Report Information for the

purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party, and Subscriber expressly agrees to refrain from such conduct.

- For employment purposes, in which case Subscriber shall request only a TransUnion service expressly designed for employment purposes ("Employment Report"). Subscriber further certifies that it shall not request an Employment Report unless and subject to the following conditions:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report Information is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
 - B. The consumer has authorized in writing the procurement of the Employment Report;
 - C. Information from the Employment Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation;
 - D. The Employment Report will only be used once; and,
 - E. Before taking adverse action in whole or in part based on the Employment Report, Subscriber shall provide the consumer with a copy of the Employment Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau ("Faithful Performance Bond"), which form notice shall be supplied to Subscriber by TransUnion either with each report, or one time in print format, in which case Subscriber agrees to duplicate and provide said form notice to the consumer as required hereunder.
- To use the Consumer Report Information as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of, the credit or prepayment risks associated with an existing credit obligation.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information in connection with a business transaction that is initiated by a consumer.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account.

**** The following certifications are available for use by Government Agencies only ****

- To use the Consumer Report Information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.
- Subscriber is the head of a state or local child support enforcement agency (or state or local government official authorized by the head of such an agency), and on each request the Subscriber certifies that:
 - A. The Consumer Report Information is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;
 - B. The paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with state laws under which the obligation arises (if required by those laws);
 - C. The Subscriber has provided at least 10 days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested; and
 - D. The Consumer Report Information will be kept confidential, will be used solely for a purpose described in subparagraph (A) above, and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose;
- Subscriber is an agency administering a state plan under Section 454 of the Social Security Act (42 U.S.C. 654) and will use the information to set an initial or modified child support award.

3.5 Account Review/Account Monitoring Certification. In the event that Subscriber requests Consumer Report Information for account review or monitoring purposes, whether batch or online, Subscriber shall make such requests solely for review or monitoring of Subscriber's own open accounts and/or closed accounts with balances owing, and for no other purpose. Subscriber shall notify TransUnion in a mutually acceptable

format of the review or monitoring methods and criteria desired, and of any desired changes to or deletion of any individual monitoring set, and shall delete individual monitoring sets on any consumers if Subscriber ceases to have a permissible purpose to receive Consumer Report Information on such consumers. When Subscriber requests information as a potential investor or servicer, or current insurer, in connection with a valuation of or an assessment of the credit or prepayment risks associated with an existing credit obligation ("Valuation Account Reviews"), Subscriber shall first obtain the prior written consent of the current account owner or servicer of such accounts and make a copy of such consent available to TransUnion.

- 3.6 Prescreening Certifications. Provided that Subscriber meets all TransUnion reporting requirements for prescreening customers as may be established by TransUnion from time to time, TransUnion, upon request by Subscriber, agrees to extract names from TransUnion's central computer file of credit information, or to screen names of individuals contained on a base list mutually acceptable to TransUnion and Subscriber, in accordance with selection criteria as specified by Subscriber and acceptable to TransUnion ("Prescreen Services"). Prescreen Services may include scores, attributes and/or other appends as mutually agreed. Each such request for prescreened names, including, but not limited to, such criteria associated with each such request, is hereby incorporated into this Agreement by reference.
- 3.6.1 Format and Delivery. TransUnion shall supply, and deliver to Subscriber, such Prescreen Services in the form of prescreened lists ("Prescreened Lists"), in a mutually agreed upon format. TransUnion will be responsible for the computer programming of the selection criteria specified by Subscriber.
- 3.6.2 Third Party Processors. Subscriber shall notify TransUnion, in writing, whether it intends to have a designated third party processor ("Processor") perform further processing of Prescreened Lists to further refine the selection. Upon such notification, TransUnion shall deliver such Prescreened Lists to Subscriber's designated Processor provided said Processor has been approved by TransUnion and has executed an agreement for processing with TransUnion. Subscriber shall so notify TransUnion in writing in conjunction with each prescreen request as to whether Subscriber intends to so utilize Processor. Subscriber certifies that neither the criteria used to select the names nor the tape nor media layout description of the attributes will be disclosed by Subscriber to Processor. Subscriber certifies that it will not request or receive from Processor any names of consumers other than those to which it will make a firm offer of credit or insurance, as defined by the FCRA ("Firm Offer"). Moreover, Subscriber shall require that Processor provide to TransUnion, in a mutually agreed upon format, clearly labeled media identifying all consumers on such refined Prescreened List so that TransUnion can post inquiries to its files on such consumers as required by law. Subscriber shall require that Processor provide such media to TransUnion upon completion of such further processing but in no event later than seventy-five (75) days after Processor's receipt of the media from TransUnion.
- 3.6.3 Subscriber Solicitation and Use of the Prescreened Lists. Except as otherwise mutually agreed, Subscriber will be responsible for preparation of solicitation materials and all other communications to be made with prescreened individuals. Subscriber hereby certifies that it will extend a Firm Offer of credit or insurance to each and every individual named on the Prescreened List, or Processor-refined Prescreened List, and that such offer will not be withdrawn or withheld after the offer is made, except as permitted by the FCRA. Subscriber further agrees to make available to TransUnion upon request a sample or draft of the mail piece or telemarketing script in which the Firm Offer will be made, and TransUnion may refuse to provide Prescreened Lists if TransUnion has a good faith belief that the proposed offer is not a Firm Offer of credit or insurance. However, notwithstanding this right to review the mail piece or script, TransUnion shall have no liability for failure of such mail piece or script to comply with applicable law, including, but not limited to, the FCRA.
- 3.6.4 One Time Use. All information received from Prescreened Services is for Subscriber's exclusive one-time use. Such information shall not be revealed or made available, in whole or in part, to any person except employees of Subscriber or Processor who have a need to know as expressly authorized under this Agreement. In no event shall the Prescreened Services be used for the processing of credit applications or underwriting insurance in the normal course of business. Except solely to the extent necessary to utilize such Prescreened Lists pursuant to the terms and conditions of this Agreement, Subscriber shall not copy the Prescreened Lists, or any portion thereof, without TransUnion's prior written consent, nor grant any other person or entity the right to do so. Moreover, Subscriber is not granted any ownership rights or title to the Prescreened Lists or to any information contained in any and all such Prescreened Lists.
- 3.7 Instant Decision Processing. TransUnion offers a suite of automated instant decision processing tools that: (i) determine whether a consumer qualifies for requested products or service, made available subject to the permissible certifications in Section 3.4, above; (ii) reviews existing customers for possible action on an account, made available subject to Section 3.5, above; or (iii) performs a prescreen of an individual's

consumer credit file against predetermined credit criteria, made available subject to Section 3.6, above (collectively, "Instant Decision Processing"). When a Subscriber desires to receive any Instant Decision Processing services, the delivery specifications and decision criteria shall be set forth in a separate written Schedule to be attached thereto.

- 3.7.1 TransUnion has developed a service that allows its customers electing Instant Decision Processing services to retrieve, through the Internet, the instant decision screen and Consumer Report Information, if applicable, generated as a result of a previously processed instant credit decision transaction ("Previous Instant Credit Decision"). Consumer Report Information will be limited for decisions relating to prescreening.

TransUnion may make the Previous Instant Credit Decision available to subscribers electing Instant Decision Processing services. TransUnion, for each individual instant credit decision transaction requested by Subscriber, shall exercise reasonable efforts to retain, on behalf of Subscriber, the Previous Instant Credit Decision which was originally delivered to Subscriber for a period of thirty-five (35) days from such instant credit decision transaction.

Subscriber hereby represents and warrants that, for each individual instant credit decision transaction for which Subscriber utilized Previous Instant Credit Decision, Subscriber shall use the Previous Instant Credit Decision solely: (i) one time for the specific permissible purpose, pursuant to the FCRA, for which Subscriber requested such individual instant credit decision transaction; and (ii) solely in conjunction with such particular individual instant credit decision transaction. Subscriber shall not use Previous Instant Credit Decision for any other purpose whatsoever.

- 3.8 California Certification. If Subscriber is a retailer who uses Consumer Report Information in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act and all amendments thereto, then Subscriber shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the applicant's photo identification prior to requesting Consumer Report Information. Subscriber shall identify to TransUnion, either by subscriber code or by flag on the affected inquiry when it requests Consumer Report Information for an in-person credit application.

- 3.9 Vermont Certification. Subscriber agrees to comply with Vermont law when requesting a consumer report on a Vermont resident. Subscriber expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.

4. Ancillary Services.

- 4.1 Fraud Prevention Services. TransUnion offers several fraud prevention services that evaluate inquiry input elements against other input elements and/or against proprietary databases to identify potential discrepancies and/or inaccuracies. Fraud prevention service messages may be delivered with Consumer Report Information as a convenience, but are not part of a consumer's file nor are they intended to be consumer reports. In the event Subscriber obtains any fraud prevention services from TransUnion in conjunction with Consumer Report Information or as a stand-alone service, Subscriber shall not use the fraud prevention services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, employment, or for any other purposes under the FCRA. Moreover, Subscriber shall not take any adverse action against any consumer that is based in whole or in part on the fraud prevention services. As a result of information obtained from the fraud prevention services, it is understood that Subscriber may choose to obtain additional information from one or more additional independent sources. Any action or decision as to any individual, which is taken or made by Subscriber based solely on such additional information obtained from such additional independent source(s) shall not be deemed prohibited by this paragraph.

4.2 Reference Services.

- 4.2.1 TransUnion offers a suite of reference services from sources other than its Consumer Reporting Database ("Non-CRD Reference Services"), which it may make available to Subscriber under the terms of this Agreement. Subscriber shall not use Non-CRD Reference Services for marketing purposes without the prior written consent of TransUnion.

- 4.2.2 TransUnion also offers the suite of reference services from its Consumer Reporting Database ("CRD Reference Services"). If Subscriber desires to receive CRD Reference Services, Subscriber hereby certifies that the specific purpose(s) for which the CRD Reference Services will be requested, obtained and used by Subscriber is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by

Section (6802)(e) of the Gramm-Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated thereunder. Subscriber shall not request, obtain or use such CRD Reference Services for any other purpose.

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with servicing or processing a financial product or service requested or authorized by the consumer;
- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with maintaining or servicing the consumer's account with Subscriber and Subscriber is a financial institution;
- With the consent or at the direction of the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer; or,
- For use solely in Subscriber's fiduciary or representative capacity on behalf of the consumer.

4.2.3 For purposes of this Agreement, the term "Reference Services" shall be deemed to include both Non-CRD Reference Services and CRD Reference Services. Subscriber shall not take any adverse action against any consumer that is based in whole or in part on the Reference Services.

4.3 Depersonalized Data Services. From time to time, Subscriber may desire to obtain depersonalized data ("Data Services") identified in a Data Services request form or other mutually agreed upon document signed by an authorized representative of Subscriber ("Data Services Request" or "DSR"). Subscriber represents and warrants that Subscriber shall use any and all Data Services received pursuant to this Agreement solely for one or more of the following purposes:

- A. Determination of the validity of an existing risk score model or of certain data attributes, when such model or attributes will be used in conjunction with the evaluation of consumer credit information received and used under this Agreement;
- B. Building Subscriber's own consumer credit information-based model which model shall be used solely in conjunction with the evaluation of consumer credit information received and used under this Agreement;
- C. Review and validation of Subscriber's policies relating to credit eligibility or any other permissible purpose under the FCRA, which policies Subscriber shall use in conjunction with evaluating consumer credit information received and used under this Agreement;
- D. Determination of the qualitative value of consumer credit information TransUnion provides under this Agreement; or
- E. Other appropriate purpose as agreed to by TransUnion and Subscriber in an applicable DSR.

4.3.1 Subscriber shall not use Data Services for any other purpose and shall take no action as to any individual consumer as the result of the Data Services received under this Agreement. With respect to each request for Data Services, Subscriber represents and warrants that: (i) it does not have the ability to match the Data Services to the identity of any consumer; (ii) it shall make no attempt to obtain data permitting it to match the Data Services to the identity of any consumer; (iii) it will not accept any information from any third party that permits such a match; and (iv) it will make no such match.

4.4 TransUnion Scores. Subscriber may request, in writing, that TransUnion provide TransUnion Scores to Subscriber, which shall include the Vantage Score, in connection with the delivery of a consumer report obtained hereunder or in connection with the delivery of Data Services under Section 4.3. TransUnion agrees to perform such processing as reasonably practicable. Subscriber shall use TransUnion Scores provided in connection with the delivery of a consumer report only in accordance with its permissible purpose under the FCRA certified at the time of its request for such TransUnion Scores. Subscriber will request Scores only for Subscriber's exclusive use. Subscriber may store Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the Scores.

4.4.1 Adverse Action Factors. Subscriber recognizes that factors other than the TransUnion Score may be considered in making a decision as to a consumer. Such other factors include, but are not limited to, the credit report, the individual account history, application information, and economic factors. TransUnion may

provide score reason codes to Subscriber, which are designed to indicate the principal factors that contributed to the TransUnion Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). The TransUnion Score itself, when accompanied by the corresponding reason codes, may also be disclosed to the consumer who is the subject of the TransUnion Score. However, the TransUnion Score itself may not be used as the reason for adverse action under Reg. B.

- 4.4.2 Use of TransUnion Scores for Model Development or Model Calibration. TransUnion Scores, including the Vantage Score, obtained in conjunction with Data Services under Section 4.3 for the purpose of model development or model calibration, may be used for model development or model calibration in compliance with the following conditions: (i) the Scores may only be used as an independent variable in custom models; (ii) only the raw depersonalized Score and Score segment identifier may be used in modeling (i.e. no other Score information may be used, including, but not limited to, adverse action reasons, documentation, or scorecards may be used); and (iii) Subscriber's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Subscriber, using Scores, will be kept confidential and not disclosed to any third party except to: (a) Subscriber's third party processing agents and other contractors of Subscriber who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (b) to governmental regulatory agencies; and/or (c) as required by law. In no event may Subscriber reverse engineer the TransUnion Scores.
- 4.4.3 Confidentiality of TransUnion Scores. The TransUnion Score is proprietary to TransUnion and shall not be disclosed to any other third party without TransUnion's prior written consent, except as expressly permitted herein or where clearly required by law. All TransUnion Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, or reproduced, and may never be disclosed, revealed or made accessible, in whole or in part, to any Person, except: (i) to those employees of Subscriber with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Subscriber who have a need to know in connection with Subscriber's use of the TransUnion Scores as permitted hereunder and who have executed a written agreement that limits the use of the TransUnion Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the score, when in connection with an adverse action notice; (iv) to governmental regulatory agencies; or (v) as required by law. Subscriber shall not, nor permit any third party to, publicly disseminate any results of the validations and/or other reports derived from the TransUnion Scores without TransUnion's prior written consent. For the purpose of this Section 4.4.3, "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a trust, a joint venture, an unincorporated organization and any Government Authority. For the purpose of this Section 4.4.3, "Government Authority" means any national, provincial, state, municipal, local or foreign government, ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.
- 4.4.4 Predictive Triggers Models. TransUnion's Predictive Triggers Models may be made available to Subscriber in conjunction with Subscriber's Prescreen and Account Review requests. Subscriber hereby represents and warrants that when Subscriber requests Predictive Triggers Models in conjunction with its Account Review requests, Subscriber shall not use Predictive Triggers Models, nor any information derived therefrom: (i) to take any adverse action as to any individual consumer; or (ii) for any other reason including, but not limited to, in connection with the collection of an account.
- 4.4.5 TransUnion Score Performance. Certain TransUnion Scores are implemented with standard minimum exclusion criteria. TransUnion shall not be liable to Subscriber for any claim, injury, or damage suffered directly or indirectly by Subscriber as a result of any Subscriber requested changes to the exclusion criteria which result in normally excluded records being scored by such TransUnion Scores. TransUnion warrants that the scoring algorithms used in the computation of the scoring services provided under this Agreement ("Models"), are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the TransUnion Scores when applied to the population for which they were developed, and that no scoring algorithm used by a TransUnion Score uses a "prohibited basis" as defined in ECOA and Reg. B promulgated thereunder. The TransUnion Score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.
- 4.5 Third Party Scores and Other Third Party Services. TransUnion has the capability to offer certain non-TransUnion-owned scores derived from models built jointly with third parties, and other services provided

by third parties, which are subject to additional warranties offered or terms imposed by such third parties. If desired by Subscriber, such third party scores and services shall be made available pursuant to a separate agreement or pursuant to an addendum to this Agreement.

- 4.6 OFAC Name Screen. TransUnion, as a stand-alone service, in conjunction with Consumer Report Information or as an append to an ancillary service, has the capability to offer an indicator in the event a consumer's name, as supplied by Subscriber to TransUnion on input and not as may be found on TransUnion's database(s), appears on the United States Department of Treasury Office of Foreign Asset Control File ("OFAC File"). In the event Subscriber obtains OFAC Name Screen services from TransUnion in conjunction with Consumer Report Information or as an append to an ancillary service, Subscriber shall be solely responsible for taking any action that may be required by federal law as a result of a potential match to the OFAC File, and shall not deny or otherwise take any adverse action against any consumer which is based, in whole or in part, on TransUnion's OFAC Name Screen services.

5. Additional Terms and Conditions.

- 5.1 Confidentiality. Subscriber shall hold all Services Information in confidence and shall not disclose such information, in whole or in part, to any person except: (i) as required by law (e.g., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Subscriber shall provide TransUnion with ten (10) days prior written notice before the disclosure of such information pursuant to this Paragraph 5.1; (ii) its employees that have a need to know in connection with its use of the Services Information as permitted under this Agreement; or (iii) its authorized agents who have a need to know in connection with its use of the Services Information as permitted under this Agreement and who are bound by written obligations sufficient to limit use of such Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. However, none of the foregoing restrictions shall prohibit Subscriber from disclosing to the subject of the Consumer Report Information, who is the subject of an adverse action, the content of the Consumer Report Information as it relates to any such adverse action. The foregoing obligations of confidentiality with respect to Services Information shall in all instances prevail over contrary or less stringent obligations of confidentiality entered between the parties.
- 5.2 Safeguards. Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") designed to: (i) insure the security and confidentiality of nonpublic personal information; (ii) protect against anticipated threats or hazards to the security or integrity of nonpublic personal information; and (iii) protect against unauthorized access or use of nonpublic personal information that could result in substantial harm or inconvenience to any consumer. When a consumer's first name or first initial and last name is used in combination with both: (i) a social security number, driver's license or identification card number, or account number, credit or debit card number, and (ii) any required security code, access code, or password that would permit access to an individual's financial account ("Personal Information"), and such combined information is delivered to Subscriber unencrypted, Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring any Subscriber intentional deletion, destruction and/or disposal of Personal Information (whether in paper, electronic, or any other form, and regardless of medium on which such Personal Information is stored) is performed in a manner so as to reasonably prevent its misappropriation or other unauthorized use including, but not limited to, cross-shredding printed information and pulverizing or incinerating tapes, disks and other such nonpaper media.
- 5.3 Authorized Requests. Subscriber shall use the Services and Services Information: (i) solely for the Subscriber's certified use(s); (ii) solely for Subscriber's exclusive one-time use; and (iii) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by, and Services Information shall only disclosed by Subscriber to, Subscriber's designated and authorized employees and agents having a need to know and only to the extent necessary to enable Subscriber to use the Services and Services Information in accordance with this Agreement, and with respect to agents, only those who are bound by written obligations sufficient to limit use of such Services and Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. Subscriber shall ensure that such Subscriber designated and authorized employees and agents shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.

- 5.4. Rights to Services. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services and Services Information, or any confidential or proprietary criteria developed or used by TransUnion relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement the entire right, title and interest in and to the Services and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created by TransUnion in its performance of the Services, shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Subscriber under this Agreement. Subscriber acknowledges that any misappropriation or threatened misappropriation of TransUnion's rights in and to the Services and other TransUnion intellectual property, or any breach or threatened breach of the foregoing restrictions, may cause immediate and irreparable injury to TransUnion, and in such event, TransUnion shall be entitled to seek injunctive relief, without the necessity to post bond, in addition to any and all other remedies available at law or in equity. Nothing stated herein will be construed to limit any other remedies available to TransUnion under this Agreement including, but not limited to suspension and/or termination.
- 5.5. Compliance with Laws. Each party hereto shall be responsible for its own compliance with all applicable federal and state legislation, regulations and judicial actions, including, but not limited to, FCRA, GLBA and all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 *et seq.*) and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, as now or as may become effective, to which it is subject. Changes in the performance of TransUnion's obligations under this Agreement necessitated by TransUnion's good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights, shall not constitute a breach of this Agreement.
- 5.6. Fees and Payments. Subscriber agrees to pay the fees and charges for Services provided to Subscriber under this Agreement. Such pricing is hereby incorporated into this Agreement by reference. Any periodic and/or minimum Subscriber fees under this Agreement are nonrefundable, in whole or in part, in the event of a termination of this Agreement. TransUnion reserves the right to change the fees and charges from time to time, but no change in such charges shall become effective as to the Subscriber earlier than thirty (30) days after written notice thereof shall have been given by TransUnion to Subscriber. Subscriber shall also pay all the cost of all media, media shipping, and insurance costs, taxes, duties and/or other charges of any kind imposed by any federal, state, or local governmental entity for the Services, Services Information, or both, provided under this Agreement. However, Subscriber shall not be responsible for taxes imposed upon TransUnion by any federal, state or local authority against the gross income of TransUnion.
- 5.6.1 In addition, in the event that TransUnion's cost of rendering Services increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TransUnion may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to TransUnion's customers; (ii) TransUnion will provide sixty (60) days prior written notice to Subscriber prior to implementing any new surcharge; and (iii) any surcharge will be applied only to products and services pertaining to consumers in the geographic area affected by the law, ordinance or other regulatory, administrative or governmental ordinance or other regulatory, administrative or governmental act. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.
- 5.6.2 TransUnion shall provide invoices to Subscriber and Subscriber shall pay such invoices within thirty (30) days of the invoice date. Without limiting any of TransUnion's remedies for nonpayment or late payment of invoices, invoices which are not paid within sixty (60) days of the invoice date shall be subject to a late charge of one-and-one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees.
- 5.7. Term, Termination and Survival. The term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by any party hereto for any reason whatsoever by providing thirty (30) days prior written notification to the other party. Moreover, without limiting any other remedies to which either party may be entitled, if a party, in good faith, determines that the other party has materially breached any of its obligations under this Agreement, such party shall provide written notice to the other party of such determination. The breaching party shall have thirty (30) days to cure any alleged breach, provided that such breach is curable. If the breaching party fails to cure within thirty (30) days of receiving such written notice or if such breach is not curable, the nonbreaching party shall have the right to immediately suspend its performance, in whole or in part, under this Agreement, immediately terminate this Agreement, or both.

- 5.7.1 The foregoing notwithstanding, TransUnion reserves the right, at TransUnion's sole option, to immediately suspend its performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, if TransUnion, in good faith and in its sole discretion, determines that: (i) the requirements of any law, regulations and/or judicial action have not been met; (ii) as a result of any new, or changes in existing, laws, regulations, and/or judicial actions, that the requirements of any law, regulation and/or judicial action will not be met; (iii) the use of the Services is the subject of litigation or threatened litigation by any governmental agency; (iv) any product, process, or both, including, without limitation, any software, information, data, or other material, as well as any intellectual property rights embodied by any or all of the foregoing (whether licensed to, owned by, or otherwise controlled by, TransUnion), and necessary (as reasonably demonstrated by TransUnion) for the provision of the Services to Subscriber is/are enjoined, likely to be enjoined (in TransUnion's counsel's written opinion), or the licenses thereto is/are otherwise terminated by the licensing entity; and/or (v) any combination of the foregoing.
- 5.7.2 With the exception of TransUnion's obligation, if any, to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.
- 5.8 Warranty.
- 5.8.1 **TransUnion Limited Warranty.** TransUnion represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, TransUnion shall exercise commercially reasonable efforts to re-perform the applicable Services which are not in compliance with the above warranty, provided that: (i) TransUnion receives written notice of such breach within ten (10) days after performance of the applicable Services; and (ii) the Services are able to be re-performed. TransUnion, in the event it cannot re-perform such Services, shall refund the fees paid by Subscriber for the applicable Services which are not in compliance with the above warranty. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT TRANSUNION'S SOLE AND EXCLUSIVE OBLIGATION, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS PARAGRAPH. TRANSUNION DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 5.8.1 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF TRANSUNION IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.**
- 5.8.2 Subscriber represents and warrants that: (i) it has the authority to enter into and perform under this Agreement; (ii) it has the right to give to TransUnion the rights set forth in this Agreement; and (iii) it has the right to provide any and all information including, but not limited to, data obtained from third parties, to TransUnion, and to allow TransUnion to provide the same to TransUnion's subcontractors, for use in performance of the Services.
- 5.9 Indemnification for Intellectual Property Infringement. TransUnion, subject to the limitations of liability contained herein, will defend and indemnify Subscriber against a third party claim that any TransUnion-owned Services infringe a United States patent, copyright, trademark, trade secret or other United States intellectual property rights of a third party, provided that: (i) Subscriber gives TransUnion prompt written notice of any such claim of which it has knowledge; (ii) TransUnion is given full control over the defense of such claim and all related settlement negotiations; and (iii) Subscriber provides TransUnion with the assistance, information and authority necessary to perform TransUnion's obligations under this paragraph. Reasonable out-of-pocket expenses incurred by Subscriber in providing such assistance will be reimbursed by TransUnion.

If any such claim of infringement has occurred or in TransUnion's opinion is likely to occur, then TransUnion may, at its option and expense: (i) use commercially reasonable efforts to procure for Subscriber the right to use the infringing Services; (ii) replace or modify the infringing portion of the Services so that it is no longer subject to any infringement claim, or (iii) if the foregoing, in TransUnion's reasonable determination, is not practicable, TransUnion shall so notify Subscriber of such determination and Subscriber shall have the right to immediately terminate this Agreement. TransUnion shall have no obligation under this Section to indemnify or defend Subscriber against a lawsuit or claim of infringement to

the extent any such claim or lawsuit results from: (i) other material which is combined with or incorporated into the Services; (ii) any substantial changes or alterations to the information provided as part of the Services by Subscriber; (iii) any misuse or unauthorized use of the Services which, but for Subscriber's misuse or unauthorized use of the Services, such claim would not have occurred; or (iv) required compliance by TransUnion with design documentation or specifications originating with, specified by or furnished by or on behalf of Subscriber. **THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF TRANSUNION AND THE SOLE AND EXCLUSIVE REMEDY OF SUBSCRIBER WITH RESPECT TO ANY PROCEEDINGS, CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSES INCURRED BY SUBSCRIBER RELATING TO THE INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE SERVICES AND THIS AGREEMENT.**

- 5.10 **Limitation of Liability.** TRANSUNION'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY TRANSUNION ARISING FROM TRANSUNION'S NEGLIGENCE SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME. SUBSCRIBER'S SOLE LIABILITY, AND TRANSUNION'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY SUBSCRIBER ARISING FROM SUBSCRIBER'S NEGLIGENCE SHALL BE CAPPED AT THE FEES BILLED UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM. FOR ALL OTHER CLAIMS BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF SUCH OTHER PARTY'S BREACH OF THIS AGREEMENT, THE CULPABLE PARTY'S AGGREGATE TOTAL LIABILITY SHALL BE CAPPED AT SIX (6) TIMES THE AVERAGE MONTHLY REVENUE BILLED UNDER THIS AGREEMENT PRIOR TO THE CLAIM(S) ARISING.
- 5.10.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.10.2 ADDITIONALLY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
- 5.11 **Assignment and Subcontracting.** Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TransUnion may assign or transfer this Agreement to a wholly-owned subsidiary, in the event of a purchase of substantially all of TransUnion's assets, or in the event of a corporate form reorganization (e.g., LLC to C-Corporation), and Subscriber may assign or transfer its rights and/or obligations under this Agreement to any Affiliate of Subscriber identified on Exhibit A attached hereto. Moreover, TransUnion shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TransUnion under this Agreement; provided however, that such subcontracting shall not relieve TransUnion of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TransUnion's licensors, subcontractors and agents.
- 5.12 **Security.** Subscriber represents and warrants that: (i) all TransUnion-supplied identification codes (each a "User ID") and associated passwords (each a "Password") shall be kept confidential and secure (e.g., Subscriber shall ensure that Passwords are not stored on any desktop and/or portable workstation/terminal nor other storage and retrieval system and/or media, that Internet browser caching functionality is not used to store Passwords and that appropriate firewalls or other electronic barriers are in place); and (ii) each User ID and Password shall be used solely by individuals Subscriber has authorized to use such User IDs and Passwords. In the event of any unauthorized use, misappropriation or other compromise of User IDs and/or Passwords, Subscriber shall promptly (but in no event later than forty-eight (48) hours after the occurrence of any of the foregoing) notify TransUnion by phone and in writing.

Subscriber shall fully cooperate with TransUnion in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any nonpublic personal information (including, but not limited to, Personal Information and other consumer credit information). Such cooperation shall include, but not necessarily be limited to, allowing TransUnion to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure.

Subscriber agrees; that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, agent's or contractor's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TransUnion's prior written consent, and with respect to any such notifications required by law, Subscriber shall not use any TransUnion trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TransUnion.

- 5.13 In the event Subscriber will utilize a third party intermediary (e.g., application service provider, Internet service provider or other network provider) for the purpose of transmitting requests for, receiving, archiving, storing, hosting, or otherwise performing processing of any kind related to, Services and/or Services Information, Subscriber shall ensure it has first entered into an agreement with such third party prohibiting such third party's use of, and access to, the Services and Services Information for any purpose other than to the extent necessary to provide such application or network services to Subscriber. Subscriber shall be solely liable for any of its, such third parties, or other Subscriber agent's or contractor's, actions or omissions, including, but not limited to, any misappropriation or other compromise of User IDs and/or Passwords, any misappropriation and/or unauthorized disclosure of Services Information (including, but not limited to, consumer credit information), any security breaches, or any misuse of the Services Information in violation of this Agreement or applicable law. Furthermore, Subscriber understands and agrees that its third party intermediaries, agents and/or contractors shall not be entitled as a third party beneficiary or otherwise, to take any action or have any recourse against TransUnion in respect of any claim based upon any actual or alleged failure to perform under this Agreement.
- 5.14 No Waiver. No failure or successive failures on the part of either party, or its respective successors or permitted assigns, to enforce any covenant or agreement, and no waiver or successive waivers on the part of either party, or its respective successors or permitted assigns, of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its respective successors or permitted assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or permitted assigns.
- 5.15 Independent Contractors. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever between TransUnion and Subscriber. Moreover, no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party.
- 5.16 Construction and Severability. All references in this Agreement to the singular shall include the plural where applicable. Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 5.17 Force Majeure. Neither party shall be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workers; failure of utilities; laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence within five (5) business days of such event or occurrence.
- 5.18 Audit Rights. During the term of this Agreement and for a period of three (3) years thereafter, TransUnion may, upon reasonable notice and during normal business hours, audit Subscriber's policies, procedures and records which pertain to this Agreement to ensure compliance with this Agreement.
- 5.19 No Presumption against Drafter. Each of the parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.

- 5.20 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law.
- 5.21 Trademarks. Both Subscriber and TransUnion shall submit to the other party for written approval, prior to use, distribution, or disclosure, any material including, but not limited to, all advertising, promotion, or publicity in which any trade name, trademark, service mark, and/or logo (hereinafter collectively referred to as the "Marks") of the other party are used (the "Materials"). Such party, from whom approval is being requested, shall not unreasonably withhold its approval. Both parties shall have the right to require, at each party's respective discretion and as communicated in writing, the correction or deletion of any misleading, false, or objectionable material from any Materials. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that: (i) the other party's Marks are and shall remain the sole properties of the other party; (ii) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks; and (iii) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, TransUnion shall have the right to disclose to third parties Subscriber's marks to the extent they appear in consumer credit reports containing Subscriber's account information and/or inquiries without the prior written approval of Subscriber.
- 5.22 CFPB Notices. By signing this Agreement, Subscriber acknowledges receipt of a copy of the Consumer Financial Protection Bureau's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Consumer Financial Protection Bureau's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA." Any future updates to the forgoing notices will be accessible by Subscriber on TransUnion's website.
- 5.23 Entire Agreement. **THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TRANSUNION AND SUBSCRIBER AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THIS AGREEMENT SHALL NOT BE BINDING ON EITHER PARTY UNTIL SIGNED BY TRANSUNION. THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF SUBSCRIBER HAS DIRECT KNOWLEDGE OF ALL FACTS CERTIFIED AND THE AUTHORITY TO BIND SUBSCRIBER TO THE TERMS OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree that a facsimile or other electronic transmission of an unmodified image (e.g., transmission in a portable document format "pdf") of this fully executed Agreement shall constitute an original and legally binding document.

TRANS UNION LLC

MONTCLAIR POLICE DEPARTMENT
Subscriber Name

By: _____
TransUnion Representative

By: _____
Subscriber Representative

Name and Title of Signer (please print)

Paul M. Eaton, Mayor

Name and Title of Signer (please print)

Date Signed _____

Date Signed _____

1201V5009867

Subscriber Code Number Assigned

EXHIBIT A
AFFILIATES

Affiliates means, with respect to Subscriber, any entity at any time controlling, controlled by or under common control with such Subscriber, where such control means: (i) for corporate entities, direct ownership of 51% or more of the stock or shares entitled to vote for the election of the board of directors or other governing body of the entity; and (ii) for noncorporate entities, direct ownership of 51% or more of the equity interest. Subscriber has such Affiliates, as listed on this Exhibit A, which Affiliates are authorized by Subscriber to access TransUnion consumer credit reports and/or ancillary services under Subscriber's code(s), pursuant to the terms and conditions of the Master Agreement. Subscriber shall notify TransUnion in writing of any additions to or deletions from this Exhibit A. Subscriber represents and warrants that it has the authority to enter into this Agreement on behalf of its Affiliates. Moreover, Subscriber represents and warrants that it shall insure that it has appropriate legal authority from each such Affiliate that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber certifies that all Affiliates participating under the Master Agreement shall be instructed as to their obligations under the Master Agreement, including but not limited to the certification of permissible purpose contained therein, if applicable. Therefore, Subscriber and each Affiliate shall be jointly and severally liable under the terms of this Agreement.

In the event Subscriber, or subsequently any Affiliate, assigns this Agreement to an Affiliate, then upon any and each such assignment, such assignee Affiliate hereby represents and warrants that it has the authority to assume all rights and obligations under this Agreement on behalf of itself and all other Affiliates listed below and that such assignee Affiliate further represents and warrants that it shall insure that it has appropriate legal authority from each of its Affiliates listed below that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber (or any such Affiliate, as applicable) shall promptly notify TransUnion in writing of any and each such assignment.

Date: _____

Subscriber Name: _____

Subscriber Code: _____

Affiliate Name

Physical Address, City, State and Zip Code

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-85 WITH KOVATCH MOBILE EQUIPMENT CORP. (KME) TO PURCHASE A TYPE 1 FIRE ENGINE/PUMPER CONSIDER AUTHORIZATION TO RECEIVE \$371,448 FROM A FY2012 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR PURCHASE OF A TYPE 1 FIRE ENGINE/PUMPER FROM KME CONSIDER AUTHORIZATION OF A \$41,272 APPROPRIATION FROM THE EQUIPMENT REPLACEMENT FUND TO PAY THE REQUIRED 10 PERCENT FY2012 AFG MATCH TO PURCHASE A TYPE 1 FIRE ENGINE/PUMPER FROM KME	DATE: October 7, 2013 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: GRT115 DEPT.: FIRE
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-85 with Kovatch Mobile Equipment Corp. (KME) to purchase one Type 1 fire engine/pumper. The City Council is further requested to consider authorizing the City to receive \$371,448 from a FY2012 Assistance to Firefighters Grant (AFG) and a \$41,272 appropriation from the Equipment Replacement Fund to pay the required 10 percent FY2012 AFG match for such purchase.

BACKGROUND: The purpose of the AFG Program is to enhance, through financial assistance, the safety of the public and firefighters regarding fire and fire-related hazards. On July 2, 2012, the Fire Department submitted an application to the Federal Emergency Management Agency (FEMA) for an equipment project to be included in the FY2012 AFG Program. The purpose of this project is to purchase a new Type 1 National Fire Protection Association-compliant fire engine/pumper.

The Fire Department was notified by FEMA on May 10, 2013, that its grant application was approved and included in the FY2012 AFG Program as Grant No. EMW-2012-FV-01221, with a total award amount of \$412,720. This award amount includes the cost to purchase a fire engine/pumper; additional equipment such as ladders, hoses, and nozzles; personnel costs and travel expenses related to the scope of work for the equipment project; and sales taxes. On May 20, 2013, the City Council approved Agreement No. 13-33 with FEMA, which specifies that 90 percent of the cost to purchase a Type 1 fire engine/pumper (\$371,448) would be paid for by the FY2012 AFG Program with federal funds and that the City would be required to provide the remaining 10 percent (\$41,272). The grant's period of performance is May 1, 2013, through April 30, 2014.

Fire Department staff utilized competitive negotiation to solicit written proposals for a new Type 1 fire engine/pumper. On July 22, 2013, a Request for Proposals (RFP) including apparatus specifications were mailed to six fire apparatus manufactures within the United

Prepared by:

Angie Hill
Marilyn J. Hall

Reviewed and
Approved by:

Steve Jackson

Proofed by:

Presented by:

Dana Star

States. The six manufactures were given an opportunity to respond to the RFP with a formal bid at or below the total award amount of \$412,720. Of the six manufactures, staff received one bid proposal from KME.

KME's original contract price exceeded the total award amount, and the company has since offered an additional written proposal for a stock Type 1 fire engine/pumper that is currently in production and meets the requirements set forth in the RFP including the award amount. KME stated that it is able to make a few minor modifications to the stock engine before it finishes production. The most notable modifications include the addition of a traditional left-side firefighter jump seat and changing the exterior paint color to match the existing fleet shade of red. Staff submitted a *Letter of Intent to Purchase Pending City Council Approval* to KME on September 10, 2013, to ensure these modifications could be made during the appropriate stages of production. Production of this stock fire engine/pumper is scheduled for completion during the fourth quarter of 2013, which would allow adequate time for delivery and outfitting. The timeline is critical because the fire engine/pumper must be placed into full service by April 30, 2014, to meet the grant requirements.

Fire Department staff evaluated KME's proposal for a stock Type 1 fire engine/pumper to ensure that it is most advantageous when considering the manufacture's experience and quality of its professional staff, the proposed contract price, and the quality of the fire engine/pumper and its ability to meet the requirements of a Type 1 engine/pumper. Based on this evaluation, Fire Department staff determined that the proposal from KME satisfies the scope of work for the equipment project approved in the FY2012 AFG Program. Upon this determination, the proposal was forwarded to the City Attorney for review. The City Attorney confirmed that all necessary terms and provisions are included in the proposal. The Deputy City Clerk assigned Agreement No. 13-85 to this proposal for control purposes.

Staff recommends a Type 1 fire engine/pumper be purchased from KME in the amount of \$412,720. The cost components are itemized as follows:

Pumper base price	\$372,013.00 (taxable)
Delivery from Pennsylvania	3,821.24 (nontaxable)
Pre-delivery inspection	500.00 (taxable)
Inspection trip	2,000.00 (taxable)
Equipment mounting	3,375.00 (taxable)
Sales tax at 8.25 percent	<u>\$ 31,010.76</u>
TOTAL	<u>\$412,720.00</u>

KME is the only fire engine manufacturer that has demonstrated the ability and desire to perform this contract. KME is registered in the System for Award Management and has no active exclusion records that would disbar the company from receiving federal funds. Based on this information, staff recommends KME be identified as a sole source vendor for the purchase of a Type 1 fire engine/pumper.

Additional costs associated with the placement of the new fire engine into full service have been estimated by the Fire Department to be minimal provided the equipment and radios from fire engine E151-A could be transferred to the new fire engine without modification or replacement. This item cannot be determined with complete certainty until the transfer process commences. If the costs are minimal, they will be paid for using funds from the adopted Fiscal Year 2013-14 Budget.

FISCAL IMPACT: The cost to purchase a new Type 1 fire engine/pumper from KME is \$412,720. Should the City Council approve this item, 90 percent of the cost or \$371,448 would be paid by the FY2012 Assistance to Firefighters Grant. The City Council is requested to authorize a \$41,272 appropriation from the Equipment Replacement Fund to pay the required 10 percent FY2012 AFG match.

RECOMMENDATION: Staff recommends the City Council take the following actions related to purchase of a Type 1 fire engine/pumper from Kovatch Mobile Equipment Corp.:

- Approve Agreement No. 13-85.
- Authorize the City to receive \$371,448 from a FY2012 Assistance to Firefighters Grant (AFG).
- Authorize a \$41,272 appropriation from the Equipment Replacement Fund to pay the required 10 percent FY2012 AFG match.

KOVATCH MOBILE EQUIPMENT CORP.
DUNS: 152144010 CAGE Code: 0H4A9
Status: Active

1 INDUSTRIAL COMPLEX
NESQUEHONING, PA, 18240-1420 ,
UNITED STATES

Entity Overview

Entity Information

Name: KOVATCH MOBILE EQUIPMENT CORP.
Doing Business As: KME FIRE APPARATUS
Business Type: Business or Organization
POC Name: Jack Zalesak
Registration Status: Active
Expiration Date: 06/17/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





MONTCLAIR

September 10, 2013

Mr. Brandon Gomez
KME Kovatch, California Sales
5400 East Jurupa Street
Ontario, CA 91761

Dear Mr. Gomez:

Subject: Letter of Intent to Purchase a Type-1 Fire Engine from KME Kovatch Pending City Council Approval

This letter shall serve as notice that the City of Montclair intends to purchase a type-1 pumper from KME Kovatch for a total price which is not to exceed \$412,720 pending approval from the City Council.

At this time the City of Montclair has received a proposed *Agreement of Sale for Fire Apparatus* from KME Kovatch. This proposed agreement will be reviewed by our City Attorney and, upon the completion of her review, we will contact you with any proposed changes necessary. Once both parties are satisfied with the terms of the agreement, it will be submitted to the City Council for their consideration at the next scheduled City Council meeting.

It is our understanding that the submission of this letter will ensure that the necessary requested changes to the stock fire engine proposed will be completed during the appropriate stages of production (i.e. addition of the traditional left-side firefighter jump seat, changing the exterior paint color to match our current fleet, etc).

If you require additional information or have any questions, please contact me at (909) 625-9418 or by e-mail at dparker@cityofmontclair.org.

Very truly yours,

DONALD L. PARKER, CPA
FINANCE DIRECTOR

DP:ab

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton • Mayor Pro Tem Bill Ruh • Council members: Leonard Paulitz, Carolyn Raft, J. John Dutrey • City Manager Edward C. Starr

Any applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

4. TERMS OF PAYMENT: Terms of payment shall be:

- (A) Due upon signing..... \$ _____
- Due upon completion/receipt of chassis... \$ _____
- Due upon delivery.....\$ 95% 392,084.00

(B) Check applicable method of payment for remaining balance due:

- Cash/cash equivalent at time of delivery
- Installment Sales Contract - Financing*
- Lease-Purchase Agreement - Financing*

* Lender/Leasing Company: _____

(C) No payment of any amount due under this Agreement shall be made directly to a KME Sales Representative without prior written approval from Company.

5. CONTINGENCIES: Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus.

6. WARRANTY: Company provides a limited warranty on new Apparatus of its own manufacture in accordance with the warranty terms set forth in the Specifications.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION.

7. DISCLAIMER OF CONSEQUENTIAL DAMAGES: COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE APPARATUS, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

8. CANCELLATION: This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

9. ENTIRE AGREEMENT; AMENDMENTS: This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Company has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

10. SEVERABILITY: If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

11. CHANGES IN COMMERCIAL SPECIFICATIONS: Specifications for all commercial components of the Apparatus, manufactured by companies other than KME, are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Apparatus. Company shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

12. CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Purchase Price is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Company's control.

EXPLANATION OF CONTRACT AMOUNT

BASE BID PRICE: \$412,720.00

OPTIONS:

95% (\$392,084.00) of contract price to be paid at delivery. Remaining 5% (\$20,636.00) to be paid within 10 days of general acceptance test.

Liquidated Damages: \$100 per day if not delivered in 150 days from receipt of order.

Price breakdown:

Pumper Base Price: \$372,013.00 (Taxable)
Delivery from PA: \$3,821.24 (Non-taxable)
Pre-delivery inspection: \$500.00 (Taxable)
Inspection Trip: \$2,000.00 (Taxable)
Equipment Mounting: \$3,375.00 (Taxable)
Total Taxable: \$377,888.00
Sales Tax @ 8.25%: \$31,010.76
Contract Total: \$412,720.00

FINAL CONTRACT PRICE WITH OPTIONS:

IN WITNESS WHEREOF, Buyer and Company have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 201_____ .

(Buyer's Legal Name)

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Sales Representative: _____

Organization Name: _____

By: _____
Signature

Title: _____

This contract is not a valid and binding obligation until approved, dated and executed by Kovatch Mobile Equipment Corp., Nesquehoning, Pennsylvania.

ACCEPTED AND APPROVED BY KOVATCH MOBILE EQUIPMENT CORP.:

By: _____

Title: _____

Date: _____

**GSO #9073 Severe Service Demo Pumper
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KME Fire Apparatus**

== CUSTOM PUMPER - 1012.009 10/09/12 ==

== COMPARTMENT ACCESSORIES PUMPER - 1012.009 10/09/12 ==

== MISC AND LOOSE EQUIPMENT (PUMPER) - 1012.009 10/09/12 ==

== LETTERING & STRIPING, PUMPER - 1012.009 10/09/12 ==

== CUSTOM PUMPER WARRANTY PACKAGE - 1012.009 10/09/12 ==

04-00-0000

GENERAL INFORMATION

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency fire fighting services. The apparatus will be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

This proposal details the general design criteria of cab and chassis components, aerial device (if applicable), fire pump and related components (if applicable), water tank (if applicable), fire body, electrical components, painting, and equipment.

All items of these proposal specifications will conform to the National Fire Protection Association Pamphlet No. 1901, latest edition.

KME will furnish satisfactory evidence of our ability to construct, supply service parts and technical assistance for the apparatus specified.

04-00-0033

FIRE APPARATUS DOCUMENTATION

KME will supply, at the time of delivery, at least one (1) copy of the following documents:

The manufacturer's record of apparatus construction details, including the following information:

- Owners name and address
- Apparatus manufacturer, model and serial number
- Chassis make, model and serial number
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water and manufacturer mounted equipment, front and rear
- Engine make, model, serial number, rated horsepower, rated speed and governed speed
- Type of fuels and fuel tank capacity
- Electrical system voltage and alternator output in amps.
- Battery make, model and total capacity in cold crank amps (CCA)
- Transmission make, model and serial number. If so equipped chassis transmission PTO(s) make, model and gear ratio
- Pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Pump transmission make, model, serial number and gear ratio

**GSO #9073 Severe Service Demo Pumper
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-
- Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Water tank certified capacity in gallons or liters
- Paint manufacturer and paint number(s)

Certification of slip resistance of all stepping, standing and walking surfaces.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of suction capability.

If the apparatus has a fire pump or an industrial supply pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.

If the apparatus has a fire pump or an industrial supply pump, the engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum governed speed.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of hydrostatic test.

If the apparatus has a fire pump or an industrial supply pump, the Underwriters Laboratory certification of inspection and test for the fire pump.

If the apparatus has an aerial device the Underwriters Laboratory certification of inspection and test for the aerial device.

If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911, Standards for Testing Fire Department Aerial Devices.

If the apparatus has a fixed line voltage power source, the certification of the test for the fixed power source.

If the apparatus is equipped with an air system, test results of the air quality, the SCBA fill station, and the air system installation.

Weight documents from certified scale - showing actual loading on the front axle, rear axle(s) and overall vehicle (with the water tank full but without personnel, equipment and hose) will be supplied with the complete vehicle to determine compliance with NFPA-1901

Written load analysis and results of electrical performance tests.

If the apparatus is equipped with a water tank, the certification of water tank capacity by the tank manufacturer.

04-00-0040

The proposed chassis will be certified by the apparatus manufacturer as conforming to all applicable Federal Motor Vehicle Safety Standards (FMVSS) in effect at the date of contract. This will be attested to by the attachment of a FMVSS certify caution label on the vehicle by KME, who will be recognized as the responsible final manufacturer.

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04-00-0100

GENERAL CONSTRUCTION

The proposed apparatus, assemblies, subassemblies, component parts, etc., will be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is subjected to when placed in service. All parts of the apparatus will be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in fire fighting service. All parts of the proposed apparatus will be strong enough to withstand general service under full load. The apparatus will be so designed that the various parts and readily accessible for lubrication, inspection, adjustment and repair.

The apparatus will be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters will be carried without overloading or injuring the apparatus.

04-00-0120

SINGLE-LINE RESPONSIBILITY

KME is a true "sole source" manufacturer. KME engineers, designs, manufactures, builds and paints our own fire apparatus cab, chassis, body, aerial devices and electrical systems. All work is done in KME owned and operated manufacturing facilities by KME direct employees. This capability provides consistent design and manufacturing procedures that will reduce warranty issues and provide ease in parts replacement.

04-00-0130

PRODUCT LIABILITY INSURANCE

KME provides liability and facility insurance equaling \$30,000,000.00, which is one of the highest available in the fire industry. Reference attached documentation.

04-00-0573

FAIR, ETHICAL AND LEGAL COMPETITION

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. will have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

04-00-0630

MATERIAL AND WORKMANSHIP

All equipment furnished will be guaranteed to be new and of current manufacture, to meet all requirements of purchaser's specifications.

All workmanship will be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

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04-00-1215

INSTRUCTION MANUALS/DRAWINGS, SCHEMATIC

KME will supply at time of delivery, two (2) CD copies of a complete operation and service manual covering the complete apparatus as delivered and accepted.

The manual will contain the following:

- Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device.
- Wiring diagrams.
- Lubrication charts.
- Operating instructions for the chassis, any major components such as a pump and any auxiliary systems.
- Instructions regarding the frequency and procedures recommended for maintenance.
- Parts replacement information.

04-00-1300

VEHICLE FLUIDS PLATE

As required by NFPA-1901, KME will affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment will specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant
- Aerial systems

S 04-00-1320

PRINCIPAL APPARATUS DIMENSIONS & G.V.W.R.

The principal dimensions of the completed apparatus will not exceed the following maximum acceptable dimensions:

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KME PROPOSED DIMENSIONS:

- OVERALL LENGTH: 369" [30'-9"]
- OVERALL WIDTH: 100"
- OVERALL HEIGHT: 112"
- WHEELBASE: 176"

The axle and total weight ratings of the completed apparatus will not be less than the following minimum acceptable weight ratings:

- MINIMUM FRONT G.A.W.R.: 20,000 lbs.
- MINIMUM REAR G.A.W.R.: 24,000 lbs.
- MINIMUM TOTAL G.V.W.R.: 44,000 lbs.

KME will include the principal dimensions, front G.A.W.R., rear G.A.W.R., and total G.V.W.R. of the proposed apparatus. Additionally, KME will provide a weight distribution of the fully loaded, completed vehicle; this will include a filled water tank, specified hose load, miscellaneous equipment allowance in accordance with NFPA-1901 requirements, and an equivalent personnel load of 250 lbs. per seating position.

04-00-1445

PRIMARY PLANT CONSTRUCTION

In order to insure top quality construction, maximum assembly line and engineering communication and the highest level of manufacturing supervision the entire apparatus will be built at the bidders' primary (headquarters) manufacturing facility. Apparatus constructed at satellite plants will not be considered.

04-00-1500

PROPOSAL BLUEPRINT

KME is providing a scaled drawing of the specific apparatus being proposed WITH THE BID. The drawing has been generated by KME's engineering department in order to maintain the accuracy of the drawing.

04-00-1520

FAMA MEMBERSHIP

KME Fire Apparatus is a leading and proud member of the Fire Apparatus Manufacturer's Association (FAMA).

04-00-1540

U.S.A. MANUFACTURER

The entire apparatus will be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service.

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04-00-1550

QUALITY MANAGEMENT

KME is certified ISO 9001 at all company locations. KME received its certification from TÜV SÜD America Inc. after they assessed the company's quality system and found it to be in full compliance with ISO 9001. TÜV's is accredited as a registrar by ANSI-ASQ National Accreditation Board (ANAB), the organization responsible for qualifying registrars as competent to audit and certify organizations conforming to ISO 9001 or other management system standards.

The International Organization for Standardization (ISO) is a worldwide federation of national standards bodies from 130 countries. Its ISO 9001 standard is a quality assurance model made up of 20 sets of quality system requirements. This model applies to organizations that design, develop, produce, install, and service products.

This business management system allows KME to monitor processes to ensure they are effective; keep adequate records; check output for defects, with appropriate and corrective action where necessary; regularly review individual processes and the quality system itself for effectiveness; and facilitate continual improvement.

A copy of KME's certificate is included in this proposal.

04-00-1560

TABLE OF CONTENTS

To provide for ease of bid comparison and to clearly locate all proposed items, KME has generated a Table of Contents that is provided at the beginning of the proposed bid specifications.

04-00-1700

COOPERATIVE PURCHASING

KME is pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid. The condition of such use by other agencies will be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with KME. Such tag-on's will be done so that the original purchasing agency has no responsibility for performance by either KME or the agency using the contract.

07-00-0045

GENERAL APPARATUS DESCRIPTION "PUMPER"

The unit shall be designed to conform fully to the "Pumper Fire Apparatus" requirements as stated in the NFPA 1901 Standard (2009 Revision), which shall include the following required chapters as stated in this revision:

- Chapter 1 Administration
- Chapter 2 Referenced Publications
- Chapter 3 Definitions
- Chapter 4 General Requirements
- Chapter 5 Pumper Fire Apparatus
- Chapter 12 Chassis and Vehicle Components
- Chapter 13 Low Voltage Electrical Systems and Warning Devices
- Chapter 14 Driving and Crew Areas
- Chapter 15 Body, Compartments and Equipment Mounting
- Chapter 16 Fire Pumps and Associated Equipment
- Chapter 18 Water Tanks

9073

5/9/13 FPR

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08-00-0000
CAB SAFETY SIGNS**

The following safety signs shall be provided in the cab:

- A label displaying the maximum number of personnel the vehicle is designed to carry shall be visible to the driver.
- "Occupants will be seated and belted when apparatus is in motion" signs shall be visible from each seat.
- "Do Not Move Apparatus When Light Is On" sign adjacent to the warning light indicating a hazard if the apparatus is moved (as described in subsequent section).
- A label displaying the height, length, and GVWR of the vehicle shall be visible to driver.
- This label shall indicate that the fire department will revise the dimension if vehicle height changes while vehicle is in service.

CHASSIS DATA LABELS

The following information shall be on labels affixed to the vehicle:

Fluid Data

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid
- Pump Primer Fluid (if applicable)
- Drive Axle(s) Lubrication Fluid
- Air Conditioning Refrigerant
- Air Conditioning Lubrication Oil
- Power Steering Fluid
- Cab Tilt Mechanism Fluid
- Transfer Case Fluid (if applicable)
- Equipment Rack Fluid (if applicable)
- Air Compressor System Lubricant
- Generator System Lubricant (if applicable)
- Front Tire Cold Pressure
- Rear Tire Cold Pressure
- Aerial Hydraulic Fluid (if applicable)
- Maximum Tire Speed Rating

Chassis Data

- Chassis Manufacturer
- Production Number
- Year Built
- Month Manufactured
- Vehicle Identification Number

Manufacturers weight certification:

- Gross Vehicle (or Combination) Weight Rating (GVWR or GCWR)
- Gross Axle Weight Rating, Front
- Gross Axle Weight Rating, Rear

14-00-0000

ROLLOVER STABILITY

The apparatus shall meet the criteria defined in 4.13.1 for rollover stability as defined in the 2009 NFPA Standard for Automotive Fire Apparatus.

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BA-00-4625

****** CAB AND CHASSIS ******

BA-04-0725

"PREDATOR™ SS" (SEVERE SERVICE) CAB TYPE

BA-04-0815

- **FULL TILT**
- **CONTOUR WINDSHIELD**

The cab shall be a custom tilt style, built specifically for fire service. The cab shall be a cab over engine design, with integral tilt mechanism and engine access from inside the cab.

Cab shall be designed, fabricated, assembled in its entirety, and installed on the frame rails in the manufacturer's factory. This requirement will eliminate any split responsibility in warranty and service.

OPEN SPACE DESIGN

The cab interior shall be the "Open-Space" design with no wall, window or vertical support posts between the front and rear crew areas to allow direct communication, better visibility and air circulation in the cab.

BA-04-0850

CAB MATERIAL - ALUMINUM

The cab shall be fabricated from 5052-H 32 aluminum alloy, utilizing the minimum material thickness as follows:

- | | |
|--------------------------------|----------------------|
| • Cab side panels | 0.125 thick (1/8") |
| • Cab roof | 0.125 thick (1/8") |
| • Forward cab front sheet | 0.125 thick (1/8") |
| • Interior cab panels | 0.125 thick (1/8") |
| • Other panels | 0.125 thick (1/8") |
| • Cab doors | 0.1875 thick (3/16") |
| • Engine enclosure side panels | 0.250 thick (1/4") |

CAB - BASE CONSTRUCTION

Cab sub-frame shall be a welded assembly fabricated of 6063 structural aluminum alloy. This frame shall extend the full length and width of the cab and be secured to the chassis frame through two (2) rear urethane self centering load-cushions, two (2) forward pivot brackets, and two (2) cab locks. The cab shall be of entirely welded construction.

The front cab wall shall be of double wall type construction, featuring an inner and outer panel.

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BA-04-0992

CRASH TESTING CERTIFICATION

To ensure the safety of the cab occupants and cab integrity, proof of third party testing shall be provided. The cab shall be certified for SAEJ2422 side impact, SAEJ2420 with ECER29 cab front impact, and ECER29 cab roof strength.

Furthermore, proof of testing and certification shall be provided that the cab, in accordance to SAE J2420 was front impact tested at 2.1 times the standard energy required in SAE J2420, thus exceeding the NFPA requirement.

This test shall be performed with no support immediately behind the cab, thus providing an authentic test result.

BA-04-1420

DIMENSIONS – EXTENDED MEDIUM FOUR DOOR STYLE CAB

Minimum Cab Dimensions:

- Overall width 100"
- Inside width across ceiling 92"
- Front area floor to ceiling 61-3/4"
- Top of front seat to ceiling 44" (depending upon seat type)
- Seat back to steering wheel 21-1/4" (depending upon seat type)
- Inside width (door to engine enclosure) 24" (driver's side, at floor)
- Inside width (door to engine enclosure) 20-1/2" (officer's side, at floor)
- Crew seat area width 92"
- Outer crew seat risers to rear wall 41-1/2"
- Centerline axle to rear wall 59-1/2"

Glass Area Dimensions:

- Windshield (Contour) 3,422 sq. in.
- Side door window, retractable 625 sq. in. each
- Side fixed crew windows 550 sq. in. each

BA-04-4190

Cab Entry Door Width Dimensions

- Forward door opening 37" wide
- Rear door opening 37" wide

Cab Entry Step Dimensions

- Forward door recessed step 30" wide x 8-1/2" deep
- Rear door recessed step 20" wide x 8-1/2" deep

BA-04-4210

Cab Entry Door Height Dimensions

- Forward door opening 74-1/4" high
- Rear door opening 84-1/4" high

CAB ROOF

The roof will be of a split level design with radius edges for an aesthetic, streamline appearance. The roof shall be constructed the same material as the main structure and shall be internally reinforced using framing which shall span the entire width and length of the cab for maximum structural integrity. This shall allow the roof to support personnel and roof mounted equipment without the need for additional reinforcement.

The cab roof over the rear crew area shall be raised ten (10) inches higher than the front driver and officer area. The front face of the raised roof section shall be sloped at a 45 degree angle, creating a streamlined interface with the standard, lower, forward roof section. The forward section of the raised roof shall be notch to accommodate the roof mount air conditioning system. This design shall allow for additional interior height in the rear crew area.

The rear crew area doors shall be "Vista-Style", extending full height to the radius edge of the raised roof.

Approximate dimensions:

- Crew area floor to ceiling 64"
- Top of crew seat to ceiling 46" (depending upon seat type)

BA-04-4910

CAB ROOF OVERLAY

A bright finish aluminum tread plate overlay shall be placed on the cab roof, starting at a point rearward of the light bar location and extending back to the end of the cab roof. This tread plate overlay shall be sealed with caulking around the edges to prevent moisture from entering the area between the cab roof and the overlay.

BA-05-0630

BARRIER HEIGHT CAB DOORS

Four (4) side-opening doors shall be provided. The cab doors shall be shortened to the floorboard level, thus leaving an exposed step well area at each cab entrance. The cab doors shall be totally aluminum construction with an extruded aluminum frame and a 3/16" thick aluminum outer door skin.

The forward cab door opening shall be a minimum of 37" wide, and the rear cab door opening shall be a minimum of 31" wide. The rearward cab doors shall have a radius cutout allowing the door opening to protrude forward over the cab wheel well, while providing full access to the rear crew area.

There shall be a heavy duty piano type stainless steel hinge on each door of a minimum pin diameter of 5/16". Hinges shall be slotted for ease of horizontal and vertical adjustment. There shall be a cab door seal and the doors shall close flush with the side of the cab. A heavy-duty 2 1/2" wide reinforced rubber strap shall be utilized to prevent the cab doors from opening greater than 90 degrees.

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BA-05-0650

CAST OPEN GRATE STEPS

The front entrance steps shall be a minimum of 9" deep. Each step shall be a cast aluminum, open grate style step fabricated by Cast Products Inc. with a polished aluminum outer surface. The cab step risers shall be overlaid with .063" polished aluminum tread plate.

The rear entrance steps shall be a minimum of 9" deep. Each step shall be a cast aluminum, open grate style step fabricated by Cast Products Inc. with a polished aluminum outer surface. The cab step risers shall be overlaid with .063" polished aluminum tread plate.

BA-05-0690

DOOR INSULATION

A 1" insulation panel shall be installed in each cab door. This insulation panel shall provide an additional acoustical barrier as well as help with heating/cooling properties of the apparatus.

BA-05-1000

DOOR LATCHES

Heavy-duty, bright finish cast paddle latches shall be provided on the interior and exterior of each cab door. Door latch mechanisms which utilize spring steel clamps shall not be considered due to their tendency to both rust and break. The interior door latch cables are to be designed to reduce adjustment or possible wear at the adjustment turnbuckles.

BA-05-1103

DOOR WINDOWS

Each side cab door shall have a tinted retractable window operated by a hand crank mechanism. The window track shall be designed into the door frame extrusion, which shall be extruded with a track groove to house a window track and seal. The window shall be capable of being removed from an access slot designed in the bottom of the door frame.

BA-05-1130

Each side cab door window shall be designed with a custom extruded trim plate, which shall conform to the perimeter of the window opening in each door. The trim plate shall extend from the edge of the door skin to the window and shall have a silver anodized finish.

BA-05-1385

INNER DOOR PANELS

The cab door interior panels shall be covered with an aluminum panel, full height. The panel shall be 1/8" aluminum and painted with Line-X and shall be designed to allow easy access to the inner door.

BA-05-1398

The Line-X shall be dark gray in color.

BA-05-1521

DOOR WARNING - CHEVRON

Four (4) Chevron reflective signs shall be installed on the lowest portion of the inner door panels, one (1) on each door. These chevrons shall cover at least 96 in². The chevrons shall be applied to an aluminum plate that shall be fastened to the door panel.

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KME Fire Apparatus
BA-05-1800

CAB DOOR FRAME AND JAMB SCUFF PLATES

A polished stainless steel trim plate shall be provided rearward of each cab door opening to protect the vertical cab corner rearward of the door opening and on the cab door striker posts to protect the cab paint when exiting and entering the cab.

BA-05-1900
EXTERIOR CAB WALL OVERLAY

A bright finish aluminum tread plate overlay shall be provided over the entire exterior rear cab wall. The tread plate overlay shall be sealed with caulking around the edges to prevent moisture from getting between the cab and the overlay.

BA-05-2410
WINDSHIELD/GLASS

A two piece, symmetrical, safety glass windshield shall be provided on the cab for the driver and officer providing a clear viewing area. The windshields shall be full width to the center of the front cab support for each side and provide the occupants with a panoramic view. To provide enhanced peripheral vision on each side of the cab, the windshield and cab structure shall be designed with radius corners, which provide a minimum of 8" of glass area, measured from the glass face to the side edge near the door post. The windshield shall consist of three (3) layers; the outer light, the middle safety laminate and the inner light. The thick outer light layer shall provide superior chip resistance, the middle safety laminate layer shall prevent the windshield glass pieces from detaching in the event of breakage and the inner light shall provide yet another chip resistant layer.

The windshield will be a contour design with 3422 sq. in. of area for improved visibility and style. The windshield glass shall be designed so it can be used on either the driver or officer side. Single piece windshields that utilize epoxy or that are bonded to the cab structure shall not be acceptable.

BA-05-2425
WINDSHIELD WIPERS AND WASHER

Dual, electric operated, pantographic type windshield wipers shall be provided. One (1) electric drive motor shall be provided for each wiper.

Wipers shall have "HI/LO" and "INTERMITTENT" operating speeds. "HI/LO" speeds shall be controlled by a steering column control, within the turn signal control stem. "INTERMITTENT" operation shall be controlled by a twist switch within the control on the steering column. The wipers shall be of the self-parking type.

Windshield washers shall be electric operated wet-arm type with a 3/4 gallon washer fluid reservoir, mounted inside the engine enclosure and readily accessible through the engine hatch at the rear of the engine enclosure. The washer control shall be integral with the intermittent wiper control switch.

There shall be individual removable panels on the front face of the cab for access to the wiper motor assemblies.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Windshield wipers shall survive testing in excess of 3 million cycles in accordance with section 6.2 of SAE J198 "Windshield Wiper Systems – Trucks, Buses and Multipurpose Vehicles". The bidder shall certify that the wiper system design has been "Third party tested" and that the wiper system has met this criteria.

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BA-05-2450

CAB SIDE VIEWING WINDOWS

A fixed, tinted window with 620 sq. in of glass area shall be provided on each side of the cab behind the forward cab doors. This window will be the same height as the window in the rear cab door for maximum visibility.

BA-05-2500

DARK TINTED REAR WINDOW GLASS

The windshield and the forward cab door glass shall be provided with standard DOT green automotive tint. The side cab windows to the rear of the front doors, the rear cab door windows and any rear viewing windows shall be equipped with a dark automotive tint.

BA-05-2600

GRAB HANDLES

Four (4) 1-1/4" diameter x 28" long, knurled, bright anodized aluminum handrails shall be provided, one (1) at each cab door entrance. Grab rail stanchions shall be chrome plated and offset when necessary to prevent "hand-pinching" when opening or closing the doors. Formed rubber gaskets shall be provided between each stanchion base and the cab surface.

BA-05-2670

INTERIOR GRAB RAILS

Each front cab door shall be provided with one (1) vertically mounted, 11" long, black cast "D" style aluminum grab handle on the forward upper portion of the interior door panel to assist in entry and exiting of the cab and one (1) horizontally mounted, 11" long, black cast "D" style aluminum handle in the upper center rear portion of the door panel for use in closing the door.

Each rear cab door shall be provided with two (2) 11" long, black cast "D" style aluminum grab handles on the interior door panel to assist in entry and exiting of the cab and for closing the door. One (1) shall be mounted vertically in the upper center portion of the door and one (1) shall be mounted horizontally in the upper rear portion of the panel.

BA-05-2680

Four (4) vertically mounted, 12" black cast aluminum "D" style entry assist handles shall be furnished to assist in entry and exiting of the cab. These rails shall be mounted one (1) each side of cab interior on the "A" post and one (1) each side of the cab interior on the "C" post in the crew area.

BA-05-2725

FRONT CAB GRILLE

There shall be a front air intake with a minimum size of 945 square inches of open area for maximum air flow to the charge air cooler and the radiator. A custom made 37-1/2" wide x 30" high bright finish stainless steel grille shall be installed over this intake.

BA-05-2825

AIR INTAKE/OUTLET

A single air cleaner inlet with 43.5 square inches of area shall be located on the driver's side of the cab horizontally above the wheel well opening. This design shall permit proper ducting of air through the air cleaner system.

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ENGINE AIR INTAKE SYSTEM

The left side inlet, used for the air intake to the air cleaner, shall be equipped with dual ember separators for separating burning embers from the air intake system. This system shall be such that particles larger than .039 inches (1 mm) in diameter cannot reach the air filter element.

No part of the air intake system for the engine shall be lower than the top of the frame rails to ensure the vehicle can navigate pooled water without any part of the air intake system being exposed to water when the vehicle is stopped or in motion. Chassis designs, which the engine air intake system is lower than the frame rails shall not be acceptable!

BA-05-2900

WHEEL WELL LINERS

The front cab wheel wells shall be equipped with fully removable, bolt-in, aluminum inner wheel well liners. The liners shall extend full depth into the truck frame. The completely washable wheel well liners shall be designed to protect the cab substructure, inner panels, and other miscellaneous installed components from road salts, debris, dirt accumulation and corrosion.

BA-05-2910

FENDERETTES

The cab wheel well openings shall be trimmed with replaceable, bolt-in, polished aluminum fenderettes. The fenderettes shall be secured to the cab with stainless steel threaded fasteners along the internal perimeter of the wheel well. Dissimilar metal tape and black vinyl trim molding shall be used where the cab and fender meet.

BA-05-3000

FRONT MUD FLAPS

Heavy duty, black rubber type mud flaps shall be provided behind the front wheels.

BA-05-3500

VELVAC WEST COAST MIRRORS WITH 2010 HEADS and 6" CONVEX

Two (2) Velvac West Coast style 2010 mirrors shall be furnished, one 708211-4 and one 708212-4 on each front cab door. Each mirror will have a 16 x 8 flat glass head mounted in a polished 300 series stainless steel outer shell and a heavy duty ABS inner housing. Both heads will be electrically heated, controlled by one (1) switch on the dash convenient to the driver. Both mirror heads will be controlled from the driver's seating position by one (1) four way switch that allows the driver to select either the officer side mirror or the driver side mirror. The mirror heads will be installed on a one piece stainless steel loop mounted to the forward portion of the door with two (2) brackets, forward of the windows.

Two (2) 6" diameter stainless steel convex mirrors will also be furnished, one on each lower loop of the mounting bracket.

BA-05-3501

All parts for installation of the West Coast Mirrors shall be supplied. Both heads will be electrically heated, controlled by one (1) switch on the dash convenient to the driver. Both mirror heads will be controlled from the driver's seating position by one (1) four way switch that allows the driver to select either the officer side mirror or the driver side mirror.

BA-05-3705

EXTENDING CONVEX MIRROR

One (1) Velvac, 8" (minimum) convex mirror 714721 extending mirror shall be provided and installed right hand side of cab extending forward off of cab roof. Support brackets shall be made of stainless steel material.

BA-05-5140

INTERIOR TRIM

The dash, door panels, headliner, upper engine enclosure and rear interior wall shall be upholstered. The cab interior shall be constructed to create an ergonomically designed interior to be user friendly and functional for the driver and officer.

The forward overhead panel shall be a fabricated module, which shall have six (6), 3" diameter, adjustable, windshield defroster/heat vents and four (4) comfort vents.

All interior upholstery panels shall be gray in color. The upholstered cab overhead and side wall portions shall utilize Durawear upholstery with padding underneath to provide additional insulation.

BA-05-5192

The interior metal surfaces of the cab shall be finish painted with dark gray Line-X material.

BA-05-5260

INTERIOR REAR WALL

The interior rear wall of the cab shall be covered with Durawear upholstery. This material shall match the other upholstered areas of the cab.

BA-05-5335

A twelve (12) inch high bright finish aluminum tread plate scuff plate shall be provided on the lower portion of the rear interior cab wall.

BA-05-5535

UNDER SEAT STORAGE COMPARTMENTS

There shall be a compartment provided under the driver seat with a latched access door that shall be accessible from the side of the seat riser when the door is opened.

The compartment under the officer's seat shall consist of an open riser that shall be large enough for storage of firefighters personal gear.

BA-05-5610

BARYFOL FLOORING

The floor of the driver's compartment and the floor of the crew area shall be lined with BARYFOL vinyl composite flooring to comply with NFPA noise and heat requirements.

The material utilized for this application shall be certified to meet the NFPA 1901, 2009 revision for anti slip walking surfaces.

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BA-05-5650

CAB ACOUSTICAL INSULATION

One (1) inch thick acoustical insulation shall be provided on the cab roof and rear and side walls of the cab. This material shall be fitted between the cab structural members and secured with adhesive to provide an insulation barrier for noise and heat.

BA-05-5830

ENGINE ENCLOSURE

The forward portion of the engine enclosure shall be covered with a Durawear material formed overlay to match the balance of the cab interior. To allow maximum "elbow room" for the driver and officer, the forward portion of the engine enclosure shall feature a contour shape. The engine enclosure shall not significantly obstruct the driver's vision in any direction. The enclosure shall be an integral part of the cab structure, which shall be constructed from .250 5052-H32 aluminum, providing adequate strength to support radio, map boxes, etc. The engine enclosure shall be insulated to protect from heat and sound. The noise insulation shall keep the DBA level within the limits stated in the current NFPA series 1901 pamphlet.

A padded, hinged access door shall be provided in the top rearward portion of the engine enclosure. The door shall allow access to the engine oil, transmission fluid, power steering fluid level dipsticks and the windshield washer fluid reservoir. The access door shall be provided with two (2) flush mounted latches and gas shock holders. There shall be a Durawear material cover over the access door to give a cleaner look to the top of the engine enclosure and doghouse area.

BA-05-5890

The rear section of the engine enclosure shall be reduced 8-1/2" in length to provide additional leg room for the forward facing seating position/s.

BA-05-5895

Each side of the engine enclosure shall be reduced approximately 2" in width, providing additional leg room for the forward facing seating position/s.

BA-05-5920

ADDITIONAL ENGINE ENCLOSURE INSULATION

Premium soundproofing/insulation material, Barymat BTRLAX3-14BY shall be installed in the engine enclosure. To ensure a clean, smooth surface, this material shall be retained by flat aluminum panels fastened to studs that are welded to cab as needed. These panels shall be removable. Any gaps in this insulation barrier shall be sealed with 3M #425 aluminized high temperature tape.

BA-05-5925

To further reduce the noise and heat levels inside the cab, 1/4" foam upholstery material shall be installed on all interior surfaces of the engine enclosure, below the upholstery material.

BA-05-7040

SUN VISORS

To provide maximum protection for the driver and officer, two (2) padded vinyl sun visors shall be mounted in the cab overhead on each side.

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BA-06-1060

******* CAB SEATING & ACCESSORIES *******

BA-06-2100

SEAT BELT ANCHOR TESTING

Each seat belt anchor shall be tested to withstand 3,000lbs of pull on both the lap and shoulder belt in accordance with FMVSS 210 section 4.2.

SEAT MOUNTING TESTING

Each seat mounting position shall be tested to withstand 20G's of force in accordance with FMVSS 207 section 4.2(c).

Both tests shall be performed and verified at a third party testing and evaluation center.

BA-06-3220

DRIVERS SEAT

The driver's seat shall be a H. O. Bostrom Sierra EX8 high back bucket ABTS LH seat. The seat shall have a tapered and padded seat cushion with lumbar support. The seat shall have an eight inch fore and aft adjustment, a 2 inch height adjustment, front of seat tilt, rear of seat tilt and a reclining seat back. All seat movements shall be electrically controlled from a control panel on the forward lower edge of the seat.

The seat shall be equipped with a red integrated 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly.

BA-06-3630

OFFICERS SEAT

The officer's seat shall be a H. O. Bostrom Tanker 450 ABTS RH series fixed base SCBA seat. The seat shall have a tapered and padded seat cushion with lumbar support. The seat shall include a SCBA storage area with integral headrest.

The seat shall be equipped with a red integrated 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly.

BA-06-3930

The officer's seat shall include a H. O. BOSTROM Secure All™ SCBA Locking System. The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the tank in-place for a safe and comfortable fit in seat cavity. Fire fighters shall simply push the SCBA unit against the pivot arm to engage the patented auto-locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The standard release handle shall be integrated into the seat cushion for quick and easy release and shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

BA-06-4150

DELETE REAR FACING, OUTBOARD, DRIVER SIDE SEAT

There shall not be a crew seat provided in the rear facing driver's side position to allow for mounting of compartments and/or other specified equipment.

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BA-06-4210

REAR FACING, OUTBOARD, OFFICER SIDE SEAT

The officer's side outboard rear facing crew seat shall be a H. O. Bostrom Tanker 450 ABTS LH series fixed base SCBA seat. The seat shall have a tapered and padded seat cushion with lumbar support. The seat shall include a SCBA storage area with integral headrest.

The seat shall be equipped with a red integrated 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly.

BA-06-4295

The officer's side rear facing outboard seat shall include a H. O. BOSTROM Secure All™ SCBA Locking System. The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the tank in-place for a safe and comfortable fit in seat cavity. Fire fighters shall simply push the SCBA unit against the pivot arm to engage the patented auto-locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The standard release handle shall be integrated into the seat cushion for quick and easy release and shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

BA-06-6210

CENTER FORWARD FACING CREW SEATS

Two (2) center inboard forward facing crew seats shall be provided, each seat shall be an H. O. Bostrom Tanker 450 ABTS series fixed SCBA seat. Each seat shall have a tapered and padded seat cushion with lumbar support. Each seat shall include an SCBA storage area with integral headrest.

Each seat shall be equipped with a red integrated 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly.

BA-06-6250

The two (2) center inboard forward facing crew seats shall have a flip-up style seat.

BA-06-6325

The center forward facing seats shall include a H. O. BOSTROM Secure All™ SCBA Locking System. The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the tank in-place for a safe and comfortable fit in seat cavity. Fire fighters shall simply push the SCBA unit against the pivot arm to engage the patented auto-locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The standard release handle shall be integrated into the seat cushion for quick and easy release and shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

BA-06-7110

FORWARD FACING CREW SEAT RISER

The center forward facing seats shall be mounted on a aluminum riser that shall be mounted in the center of the cab. The riser shall match the interior of the cab and shall have individual, tread plate compartment doors with latches, to provide additional storage space in the cab.

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BA-06-8005

SEAT UPHOLSTERY MATERIAL

The seats shall be upholstered with heavy duty gray tweed Durawear material as provided by Bostrom.

BA-06-9070

SEAT BELT CUSHION SENSORS AND BELT SENSORS

The apparatus shall be equipped with an Akron/Weldon seat belt warning system. The system shall consist of a Seat Belt module, dash mounted display and an audible alarm.

BA-06-9120

Seat belt and seat cushion sensors shall be provided on the five (5) specified seating positions.

BA-06-9320

VEHICLE DATA RECORDER

An Akron/Weldon Vehicle Data Recorder (VDR) system shall be provided. The system shall include an NFPA compliant "Black Box" with reporting software that shall be capable of data storage to coincide with the NFPA requirements.

Data storage capabilities shall include interfaces with the following systems:

- Display module (Master Optical Warning Device)
- VDR, date & time stamp
- Max Vehicle speed (MPH)
- Vehicle acceleration / deceleration (MPH/Sec.)
- Engine Speed (RPM)
- ABS event
- Data password protected
- Data sampled once per second, in 48-hour loop
- Data sampled min by min for 100 engine hours
- Throttle position (% of Throttle)
- Data software
- PC / Mac Compatible
- Data summary reports.

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BA-07-5420

EXTERNAL CAB STORAGE COMPARTMENT WITH ROLL-UP DOOR + INTERNAL ACCESS DOOR

A storage compartment shall be mounted in the cab in lieu of the driver's side rearward facing crew seat. The compartment shall be approximately 23 7/8" deep x 41 3/4" high x 22 3/4" wide. The door opening shall be approximately 35 7/8" high x 20" wide.

The compartment shall be constructed of aluminum, painted with textured paint matching the interior color of the cab and shall be equipped with a external roll-up door with a painted finish and an internal access door, latched and painted.

S BA-07-5505

The interior of the compartments shall be finish painted with Light Gray Line-x scuff-resistant paint to provide a protective application over all of the compartment interior surfaces.

BA-07-5555

The EMS compartment shall be equipped with one (1) Amdor brand LED interior light(s). The lighting shall be wired to automatically activate when the compartment door is open and the master battery switch is in the "on" position.

BA-07-6170

Two (2) adjustable shelf(s) shall be provided in the EMS compartment. The shelf(s) shall be constructed from 3/16" brush aluminum mounted to uni-strut tracking material.

BA-07-7010

ANTENNA INSTALLATION

One (1) antenna mounting base(s) model #MATM with 17' of coaxial cable shall be provided and installed on the lower cab roof, behind the light bar. The attached antenna wire(s) shall be run to the right side cab dash area.

The Fire Department is responsible to have the correct antenna whip installed once the apparatus is delivered.

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BA-08-0145

******* CAB INSTRUMENTATION & CONTROLS *******

BA-08-0215

DASH & CENTER CONSOLE

The dash shall be a custom formed, vinyl overlaid aluminum housing to create an ergonomically designed interior that will be user friendly and functional for the driver and officer.

The instrument cluster shall be centered in front of the driver and all gauges shall be installed in a non glare, pewter finish panel.

All warning lights and indicators shall be located in either the gauge itself or in the lower center portion. Each gauge shall be equipped with an international symbol that is easily recognizable; denoting the system being monitored. Instrumentation shall be backlit for easy identification when activated.

The transmission gear selector shall be located on the left side of the center dash assembly, toward the driver for easy access.

BA-08-0280

DRIVER'S DASHBOARD PANEL

The main instrument panel shall be centered in front of the driver and shall have a hinged bottom with two ¼ turn latches at the top. The driver dash panel shall be 1/8" aluminum with an anti-glare, pewter brushed surface. The driver's dashboard panel shall contain the instrument panel and an instrument warning light cluster.

The lower portion of this panel can be used for the installation of up to five (5) guarded type rocker switches. Examples of the switches that shall be installed in this area are automatic chains, fan clutch over-ride, ATC mud-snow, inter-axle diff lock, electric fuel pump, all wheel drive, etc.

The main instrument panel shall contain the primary gauges. An ignition and engine start switch shall be located on a panel to the left upper portion of the driver's side dash panel.

Each gauge shall have a raised glass lens with a black matte finish trim ring and be backlit by integral white LED's. Each gauge shall also possess an integral red warning light with a pre-programmed warning point. Each gauge warning indicator shall be capable of activating an audible alarm inside the dashboard.

The primary gauges shall consist of:

- Vehicle speedometer, (0-80 mph)
- Engine tachometer, (0-3000 rpm)
- Engine oil pressure, (0-100 psi); low oil warning
- Engine coolant temperature (100-280 °F); high engine temp warning
- Transmission oil temperature (100-350 °F); high transmission fluid temp warning
- Vehicle battery voltage (9-18 VDC); low voltage warning
- Front air system gauge (0-150 psi); low air pressure warning at 65 psi
- Rear air system gauge (0-150 psi); low oil pressure warning at 65 psi
- Fuel level (E - 1/2 - F); low fuel level warning
- Air cleaner restriction gauge (0-40), warning at 25"

Additional auxiliary control switches and instruments (if applicable) shall be located within the dash panel and overhead panel located near the driver's position.

BA-08-0315

- Diesel Exhaust Fluid level (E-1/2-F); low fuel level warning @ 1/8 tank

BA-08-0320

- Engine Compression Brake Controls

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BA-08-1220

INDICATOR CLUSTER

The driver's dashboard panel shall consist of Ametek gauges, an 18 item instrument warning light cluster and a 16 item, dead front type alarm panel.

This display shall contain the system control unit that collects data from the vehicle data bus (J1939), analog sensors, and switches throughout the vehicle. This data shall be presented using gauges, telltales and the two (2) display panels. The warning light display shall include a 2 x 20 dot matrix display, 18 telltales and 2 buttons to navigate through the screen menus.

The LCD dot matrix display shall be a 2 line by 20-character display with each character being 7 dot by 5 dot configuration. FSTN technology shall be used on the display for wide viewing capability. The module shall be backlit with amber LED's. The unit shall also be supplied with a heater to ensure proper operation over the entire 40 to +85 deg: C.

This display contains a series of two (2) screens to provide information about the vehicle. To control the display of that information, the screens are divided into two (2) menus; one that can be displayed while the vehicle is in motion and one that can only be accessed when the parking brake is set.

On the Road displays include:

- Two (2) configurable displays that can show any of the parameters the unit collects. This includes odometer, trip information, fuel economy information; all gauge data, and virtually any other data available on the vehicle that the display has access to, either through the data bus or via analog inputs.
- Two (2) trip displays for miles and hours that are capable of being reset.
- Two (2) fuel data screens: shall be provided; one for fuel remaining until empty and one for fuel economy. The fuel economy display shall be capable of being reset so that average economy over a predetermined period can be displayed.

The displays that can be accessed when the parking brake is set include:

- Engine hours as maintained by the engine ECU
- Service Alarm screens to report miles to next service or miles past required service. These screens shall allow the operator to choose the length of the service interval and shall have the ability to reset it.
- Message screens with warning messages the display has collected during the current ignition cycle. These screens shall be divided into configured warnings such as "Low Air Pressure" and the data bus faults reported by ECU's on the vehicle. Both lists shall allow the operator to review the last 12 events that occurred on the vehicle for maintenance and troubleshooting purposes.
- Diagnostic screens shall test the instrumentation system to verify it is working correctly.
- Setup screens shall be used to select either English or metric display. They shall also allow the operator to choose the data that shall be displayed by the configurable on-the-road screens.

The system shall be configured with user defined warning messages such as Low Air Pressure or High Coolant Temperature. When these events occur the warning message shall come up on the screen and can be accompanied by a buzzer. The messages shall be prioritized so the most important messages are always displayed. Whether the message can be dismissed by pressing a button shall be configurable. Messages that have been dismissed but are still active shall be retained in the message screens for review until the ignition is turned off. Listed below are the defined telltales and their indicators.

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- "Right And Left Directional" arrows (green in color)
- "Ignition ON" Indicator (amber in color)
- "Hi Beam" indicator (blue in color)
- "Battery ON" indicator (green in color)
- "Parking Brake ON" indicator (red in color)
- "Check Transmission" indicator (amber in color)
- "Cab Not Latched" indicator (red in color)
- "Stop Engine" indicator (red in color)
- "Check Engine" indicator (amber in color)
- "ABS Warning" indicator (red in color)
- "Low Coolant Level" (red in color)
- "Fuel Restriction" indicator (amber in color)
- "Water In Fuel" indicator (amber in color)
- "Fasten Seat Belts" indicator (red in color)
- "Fast Idle" Indicator (amber in color)
- "Do Not Move Truck" indicator (red in color)
- "DPF Regeneration" (amber in color)
- "Exhaust High Temperature" (amber in color)
- "Engine Diagnostic Fault" (amber in color)
- "Retarder On" (green in color)

Listed below are indicators that may be included, depending upon the vehicle configuration:

- "Wait To Start" indicator (amber in color)
- "Exhaust System Fault" (amber in color)
- "Topps System Fault" (amber in color)
- "Lube System Active" (amber in color)
- "Jacks Not Stowed" (red in color)
- "PTO Engaged" (green in color)
- "Inter Axle Lock" (amber in color)
- "4x4" (green in color)
- "Driver Controlled Diff Lock" (green in color)
- "Ok to Pump" (green in color)
- "Auto Traction Control" (amber in color)
- "Retarder Active" (amber in color)
- "Auxiliary Brake Active" (amber in color)

BA-08-1270

- "Low Engine Coolant" indicator light and alarm

BA-08-1630

CENTER DASH EXTENSION/STORAGE MODULE

A rugged, wrap-around cab instrument panel shall be provided between the driver and officer seat positions, protruding from the center dash area over the engine enclosure. The module shall be constructed of aluminum and shall match the interior color of the cab. This module shall provide additional switching and function control capability for the driver and officer. The module shall be offset to the driver's side to allow map/book storage on the officer side, yet allowing for adequate elbow spacing on both sides of the module. The center console shall also provide two (2) recessed pockets to be used for radio chargers, or storage for miscellaneous items.

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BA-08-1800

LOWER RIGHT AUXILIARY SWITCH PANEL

The driver's lower right panel shall be capable of housing five (5) guarded type rocker switches. Examples of the switches that shall be installed in this area are automatic chains, fan clutch over-ride, ATC, inter-axle diff lock, electric fuel pump, all wheel drive, etc.

BA-08-1900

PUMP SHIFT CONTROL

The pump shift control and pump engaged indicator light shall be mounted in the driver's lower left panel. This control shall be equipped with a mechanical type lock to prevent inadvertent activation or de-activation. The lever positions and indicator light shall be clearly marked.

BA-08-2750

MOBILE TERMINAL AREA

There shall be a flat surface area in front of the officer for placement of a laptop computer.

BA-08-2900

CENTER OVERHEAD PANEL

An overhead console with a removable pewter panel shall be provided on the cab roof between the driver and officer to permit installation of cab stereo, intercom systems, arrow stick controls, etc. The overhead console shall be approximately 27" wide x 4" high x 13" deep and shall be painted to match the interior of the cab. The overhead console shall not obstruct the driver's vision through the officer's side window.

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BA-08-3315

CLIMATE CONTROL SYSTEM

A climate-control system shall be provided for total cab environmental comfort. This system shall provide heat, cooling and defrost capabilities to various areas in the cab. The system shall consist of two (2) evaporator units, mounted in the center overhead of the cab. One (1) unit shall provide defrost, air conditioning and heat for the front of the cab and shall provide heating and cooling for the drivers and officers feet. One (1) unit shall provide heat and air conditioning for the back of the cab.

The ceiling mounted evaporator/heater unit for the front shall include the following:

- Dual high output blower.
- High efficiency coil that includes "rifled" tubing and oversized header tubes for maximum refrigerant distribution.
- Four (4) 3" diameter, adjustable louvers; two (2) each side of the cab overhead, facing the driver and officer seat positions.
- Four (4) 3" diameter, adjustable defroster louvers positioned above the windshield to provide optimum coverage.
- Four (4) 3" diameter adjustable louvers, one (1) below the driver and officer seat positions and one (1) under each outboard rear facing crew seat.
- Damper controls shall be pneumatically operated to provide air discharge to the windshield, front overhead air discharge louvers or floor position as required and shall be located above the driver seat position.
- An electric water valve to control the amount of heat.
- Fully insulated housing.
- BTU: 34,000 A/C
- BTU: 50,000 Heat
- CFM: 410 @ 13.8 volts

The ceiling mounted evaporator/heater unit for the crew area shall include the following:

- Dual high output blower
- High efficiency coil which includes, "rifled" tubing and oversized header tubes for maximum refrigerant distribution
- Eight (8) 3" diameter, adjustable louvers positioned to provide optimum coverage.
- Fully insulated housing.
- BTU: 36,400 A/C
- BTU: 52,000 Heat
- CFM: 440 @ 13.8 volts

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ROOF MOUNT CONDENSER

A 12-volt roof top dual condenser shall be strategically positioned on the cab roof so as not to interfere with any emergency lighting systems and shall include the following:

- High performance, long life fan assemblies. Fan motors are sealed around housing and shaft areas.
- Condenser and coil design includes rifled tubing for maximum efficiency. Coil is painted black.
- Condenser unit includes receiver drier with hi/lo pressure switch.
- Wire harness includes necessary wiring for clutch circuit as well as a separate power relay circuit.
- 14 gauge mounting brackets
- 16-gauge condenser frame and fan shroud
- 16 gauge aluminum cover, E-coated white

Mounting design will enable easy servicing of all components and unit replacement if necessary.

The ceiling mounted evaporator unit shall be covered with an ergonomically designed custom panel to provide maximum headroom and a pleasing appearance.

BA-08-6800

CLIMATE CONTROL SWITCHES

The drivers overhead panel shall contain all controls for the cab climate control system. The following controls shall be provided: mode selector switch, front fan speed switch, rear fan speed switch, air conditioning on/off switch, and temperature control dial. All controls shall be clearly labeled, adequately backlit, and installed in an easily removable panel.

BA-08-9000

CAB TILT ASSEMBLY

A hydraulic cab lift system shall be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves.

The cab tilt mechanism shall be custom designed for ease of maintenance and consist of two (2) hydraulic cylinders with a maximum lift capacity of 19,625 pounds. Hydraulic lines shall be rated at 20,000 PSI burst pressure. The hydraulic cylinders shall be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position.

Hydraulic cylinders shall be detachable to allow removal of the engine for major service. A remote cable operated mechanical cylinder stay bar and release shall be provided to insure a positive lock in the tilted position.

The two (2) rear outboard cab latches shall be of the hydraulic pressure release, automatic re-latching type, and provide an automatic positive lock when the cab is lowered. The latch shall not disengage or experience any damage when subjected to a pull apart tensile load of 6,000 lbs. The hydraulic pressure required to unlock the latch shall not exceed 550 PSI. The latch shall withstand 5,000 PSI without leaks or damage and withstand 1,000 continuous cycles of operation under a load of 1,000 lbs at liftoff. The tilt pump shall be electric over hydraulic type, with a pressure rating of not less than 4,000 PSI. Additionally, the cab tilt device shall be both electrically and hydraulically interlocked to prevent inadvertent activation of the cab tilt system.

- A "CAB NOT LATCHED" indicator shall be provided in the cab dash-warning cluster.
- A dual switch control system shall be provided for the cab tilt, located on the passenger side of the vehicle or on the optional tether control. System shall consist of a three (3) position toggle switch along with a rubber covered push button switch.

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BA-08-9010

AUXILIARY MANUAL CAB LIFT

An auxiliary manual cab lift back up system shall be furnished inside the passenger side of the pump enclosure for use in the event of total electrical shutdown.

BA-08-9075

REAR CAB LIFTING EYELETS

The cab shall be capable of tilting to a 90-degree angle with the assistance of an overhead hoist to facilitate unobstructed removal of the engine and/or radiator. The manufacturer shall provide attachment points to safely facilitate tilting the cab to a 90-degree angle. The rear cab lifting eyelets shall be located at the upper portion of the rear cab sheet metal, attached to the upper cab cross brace.

BA-08-9110

The cab tilt control shall be equipped with an interlock that shall disable the cab tilt system in the event the parking brake is not applied.

BA-09-5000

CHASSIS FRAME ASSEMBLY

The chassis frame shall be fabricated in its entirety at the manufacturer's facility. This shall prevent any split responsibility in warranty or service.

The frame shall consist of two (2) channels fastened together by cross members. All structural fasteners used in the frame shall be Grade 8 hardware. Hardened steel washers shall be used under all bolt heads and nuts to avoid stress concentrations. Top flange shall be free of bolt heads. All spring hangers shall be machined steel castings. Weldment type chassis and the use of Huck bolts shall never be used.

Each main frame rail shall be 10-1/4" x 4" x 3/8", fabricated from 110,000 PSI minimum yield steel, with a minimum section modulus of 17.97 cu in and a resisting bending moment (RBM) of 1,976,700 inch pounds.

The chassis frame assembly, consisting of frame rails, cross members, axles and steering gear(s), shall be finish painted before installation of any electrical wiring, fuel system components, or air system components. All components or brackets fastened to the frame rails shall be cleaned, primed and painted prior to being attached to the frame rails.

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BA-10-0010

***** FRONT BUMPER, EXTENSION & ACCESSORIES *****

BA-10-0055

PAINTED STEEL FRONT BUMPER

A 12" high, 101" wide, painted steel front bumper shall be provided. The bumper shall be constructed from a minimum of .135 gauge steel, which shall be designed with 45-degree welded corners and a 2" flange on the top and bottom. The ends of the bumper shall be supported by horizontal channels, which shall extend from the frame rails to the sides of the bumper. The color of the bumper shall match the cab and body base color.

BA-10-0125

The bumper shall be extended 20" with a polished aluminum tread plate gravel shield enclosing the top and ends.

BA-10-0385

The polished aluminum tread plate gravel shield shall terminate under the top bumper flange.

BA-10-1000

STORAGE WELL - CENTER

One (1) storage well constructed of 1/8" aluminum shall be installed in the gravel shield. This storage well shall be center mounted between the chassis frame rails. The bottom of the storage well shall have a minimum of four (4) drain holes.

BA-10-1010

The center front bumper hose well shall be furnished with Velcro straps to secure the hose stored in the well. The straps shall be attached to each side of the hose well with stainless steel footman loops.

BA-10-2010

FRONT TOW HOOKS

Two (2) front painted tow hooks shall be fastened directly to the frame, below the front bumper. The tow hooks shall be fastened with grade 8 bolts and nuts.

BA-14-0140

FRONT AXLE

Front axle shall be a Meritor MFS-20-133 A-N, reversed Elliott "I" beam type and include low friction "Easy Steer" bushing technology for maximum steering ease and longer life.

The front axle shall be rated at 20,000 lbs.

BA-14-1100

FRONT BRAKES

Brakes shall be "S" Cam 16-1/2" x 6" and shall be full air actuated with automatic slack adjusters.

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BA-14-2020

FRONT SUSPENSION

Front suspension shall be progressive rate front leaf springs. The spring shall be permanently pinned at the front and have a shackle double pinned mounting at the rear.

The front leaf springs shall have a minimum of 9 leaves, a minimum length of 51", and a minimum width of 3-1/2". The capacity at ground shall be 20,000 lbs., or exceed the capacity of the axle, unless specified to the contrary in this specification. All springs shall be of center bolt design. All springs shall be positively restrained from rotating in brackets and shackles.

BA-14-2110

FRONT SHOCK ABSORBERS

The front suspension system shall be equipped with Monroe, model "Magnum - 70", double acting hydraulic shock absorbers. Shock absorbers to have a minimum bore of 1.38" and an outside diameter of approximately 3-1/4".

BA-14-5120

REAR AXLE

Rear axle shall be a single, Meritor RS-24-160 with a capacity of 24,000 lbs. (Minimum). Axle shall be a single reduction type and have a gear ratio as required. Oil seals shall be provided as standard equipment.

BA-14-6510

REAR BRAKES

Brakes shall be "S" Cam, 16-1/2" x 7" size and shall be full air actuated with automatic slack adjusters.

BA-15-2810

REAR AXLE TOP SPEED

The rear axle/s shall be geared for a vehicle top speed in accordance with NFPA sections 4.15.2 and 4.15.3.

Units with GVWR over 26,000 pounds shall be limited to 68 mph. If the combined tank capacity is over 1250 gallons of foam and water or the GVWR is over 50,000 pounds, the vehicle top speed shall be limited to 60 mph or the fire service rating of the tires, whichever is lower.

BA-15-4755

NEWAY SUSPENSION ADZ-124, AIR RIDE- SA 24,000#

A Neway model ADZ-124 air ride suspension ~~will/shall~~ be provided for the single rear axle. The suspension ~~will/shall~~ have a weight rating equal to the rear axle weight rating up to 24,000 pounds. The suspension will be equipped with dual air leveling valves and urethane bushings. Quick change air bags will be provided.

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BA-20-0500

******* AIR & BRAKE SYSTEM *******

BA-20-1000

BRAKE SYSTEM

A dual circuit, air operated braking system, meeting the design and performance requirements of FMVSS -121 and the operating test requirements of NFPA 1901 current edition shall be installed. It shall be direct air type with dual air treadle in the cab. The system shall be powered by an engine mounted, gear driven air compressor protected by a heated air dryer.

The air system shall be plumbed with reinforced, air brake tubing/hose in conformance to SAE J 844-94, Type B and U.S.D.O.T. standards. The compressor discharge shall be plumbed with stainless steel braided hose lines with a Teflon lining. Eaton Synflex Eclipse Air Brake tubing shall be run along the inside frame rails and connected with push to connect type fittings that meet or exceed all industry standards. All Synflex tubing shall be secured with non-conductive, corrosion resistant strapping mounted with standoff fasteners. Cord reinforced rubber hose lines with brass fittings shall be installed from the frame rails to axle mounted air connections.

The air system shall provide a rapid air build-up feature and low-pressure protection valve with light and buzzer, designed to meet the requirements of NFPA 1901, current edition.

BA-20-1100

ABS SYSTEM

An Anti-Skid Braking System (ABS) shall be provided to improve braking control and reduce stopping distance. This braking system shall be fitted to all of the axles. All electrical connections shall be environmentally sealed, water, weatherproof, and vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel shall transmit wheel speed data to an electronic processor which shall sense approaching wheel lock causing instant brake pressure modulation up to 5 times per second in order to prevent wheel lockup. Each wheel shall be individually controlled.

To improve service trouble shooting, provisions in the system for an optional diagnostic tester shall be provided. The system shall test itself each time the vehicle is started. A dash-mounted light shall go out once the vehicle has attained 4 mph after successful ABS start-up. To improve field performance; the system shall be equipped with a dual circuit design. The system circuits shall be configured in a diagonal pattern. Should a malfunction occur, the defective circuit shall revert to normal braking action. A warning light shall signal malfunction to the operator. The system shall consist of a wheel mounted toothed ring, sensor, sensor clip, electronic control unit and solenoid control valve.

The sensor clip shall hold the sensor in close proximity to the toothed ring. An inductive sensor consisting of a permanent magnet with a round pole pin and coil shall produce an alternating current with a frequency proportional to wheel speed. The unit shall be sealed, corrosion resistant and protected from electromagnetic interference. The electronic control unit shall monitor the speed of each wheel. A deviation shall be corrected by cyclical brake application and release. If a malfunction occurs, the defective circuit shall signal the operator and the malfunctioning portion of the system shall shut down. The system shall be installed in a diagonal pattern for side-to-side control. The system shall insure that each wheel is braking to optimum efficiency up to 5 times a second.

The system shall also control application of the auxiliary engine exhaust or drive line brakes to prevent wheel lock.

This system shall have a three (3) year or 300,000 mile parts and labor warranty as provided by Meritor Wabco Vehicle Control Systems.

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BA-20-6000

PARKING BRAKE

Parking brake shall be of the spring-actuated type, mounted on the rear axle brake chambers. The parking brake control shall be mounted on the cab center instrument panel, offset toward the driver. A red indicator light shall be provided in the driver dash panel that shall illuminate when the parking brake is applied.

BA-25-1035

FRONT WHEELS & TIRES

The front wheels shall be 22.5" x 12.25" ten stud, hub piloted polished aluminum disc type.

BA-25-1045

The aluminum disc front wheels shall be provided with bright nut covers and hub caps.

BA-25-3025

The front tires shall be Michelin 385/65R22.5 "18 Ply" tubeless radial XFE wide base highway tread. The tires shall be fire service rated up to 20,000 lbs and shall have a top speed of 75 mph when inflated to 120 psi.

BA-25-3400

Fire Service Rating means operations not to exceed one hour loaded travel at maximum speed, with at least a one hour cool down prior to another loaded run.

Industry load and inflation standards are in a constant state of change. Printed material may not reflect the latest load and inflation standards.

NOTE : NEVER EXCEED THE MAXIMUM AIR PRESSURE LIMITATION.

BA-25-5055

REAR WHEELS & TIRES

The single rear axle wheels shall be 22.5" x 8.25" ten stud, hub piloted disc type. The inner wheels shall be painted steel, the outer wheels shall be polished aluminum.

BA-25-5110

The single rear axle aluminum disc wheels shall be provided with bright nut covers and hub caps.

BA-25-8010

The rear tires shall be Michelin 11R22.5 "16 Ply" tubeless radial XDN2 traction tread. The tires shall be fire service rated up to 24,820 lbs and shall have a top speed of 75 mph when inflated to 120 psi.

BA-25-9400

Fire Service Rating means operations not to exceed one hour loaded travel at maximum speed, with at least a one hour cool down prior to another loaded run.

Industry load and inflation standards are in a constant state of change. Printed material may not reflect the latest load and inflation standards.

NOTE : NEVER EXCEED THE MAXIMUM AIR PRESSURE LIMITATION.

BA-25-9900

TIRE PRESSURE MONITORING DEVICES

Each tire shall be equipped with an air pressure indicator cap on the valve stem. Each cap shall have a visual LED indicator to show if the tire is correctly inflated.

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BA-30-1007

******* ENGINE, TRANSMISSION & ACCESSORIES *******

ENGINE

BA-30-2140

Engine shall be a Cummins, 2010 Model ISL9 450, diesel, turbo-charged, electronically controlled, per the following specifications.

- Max. Horsepower 450 HP @ 2100 RPM
- Governed Speed 2200 RPM
- Peak Torque 1250 lb. ft. @ 1400 RPM
- Cylinders Six (6)
- Operating Cycles Four (4)
- Bore & Stroke 4.49 x 5.69 in.
- Displacement 543 cu. in.
- Compression Ratio 16.6:1
- Governor Type Limiting Speed
- Drive line Size 1710.

Engine oil filters shall be engine manufacturers branded or approved equal. Engine oil filters shall be accessible for ease of service and replacement.

A fuel/water separator shall be provided.

BA-30-9500

ENGINE BASE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

BA-30-9810

ENGINE CHASSIS CERTIFICATION

The engine shall be installed in accordance with engine manufacturer's instructions. KME shall be able to furnish proof of engine installation approval by the engine manufacturer.

BA-32-0040

COOLING/RADIATOR

Radiator shall be brass with bolted steel top and bottom tanks. The cooling system shall be designed for a maximum of fifteen (15) PSI operation. There shall be a sight glass in the radiator to check the coolant level without removing the radiator cap. The core construction shall be tube and fin with three (3) tube rows, 273 total core tubes, and fourteen (14) fins per inch.

Extended life engine coolant shall provide anti-freeze protection to -30° F. The mixture shall be per the engine manufacturer's specifications.

Core area be a minimum of 1375 square inches (39 H x 35.25W).

BA-32-0070

The engine cooling system shall have an inline coolant filter that shall have a shut off valve for ease of maintenance.

BA-32-0085

The engine cooling system shall be certified by the engine manufacturer to meet cooling index requirements for a minimum ambient temperature or 110-degrees Fahrenheit.

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BA-32-0100

TRANSMISSION COOLER

A shell and tube transmission oil cooler shall be provided using engine coolant to control the transmission oil temperature. The cooler shall have an aluminum shell and copper tubes. The cooler shall be assembled using pressed in rubber tube sheets to mechanically create a reliable seal between the coolant and the oil. No brazed, soldered, or welded connections shall be used to separate the coolant from the oil.

BA-32-0120

RADIATOR SKID PLATE

The radiator installation shall include a heavy-duty radiator skid plate to protect the radiator from debris or obstructions under the chassis. The skid plate shall be designed so the angle of approach is not affected.

BA-32-0160

CHARGE AIR COOLER

The charge air cooler shall be constructed of aluminum with cast aluminum side tanks. The cooler shall have a frontal core size of 957 square inches, seven (7) fins per inch, and forty eight (48) core tubes.

The charge air cooler shall be mounted directly ahead of the radiator and to the radiator headers. Rubber isolators shall be used at the mounting points to reduce transmission of vibrations.

Where applicable, the charge air cooler pipes shall be constructed of appropriately sized aluminized steel tubing with 0.06" wall thickness and formed hose barbs. The connections between these pipes, the engine and charged air cooler, shall be made using high temperature silicone hoses rated for use in temperature up to 500°F, and heavy duty constant tension T-Bolt spring hose clamps. These connections shall adequately allow for movement of the engine relative to the charged air cooler.

BA-32-0240

COOLING SYSTEM FAN

The engine cooling system shall incorporate a heavy duty fan, installed on the engine and include a shroud.

The fan shall be equipped with an air operated clutch fan, which shall activate at a pre-determined temperature range.

Recirculation shields shall be installed to ensure that air which has passed through the radiator is not drawn through it again.

BA-32-0340

COOLANT HOSE AND PIPING

All coolant piping shall be constructed of appropriately sized powder coated steel tubing with 0.06" wall thickness and formed hose barbs. All connections between coolant pipes and chassis components shall be made using appropriately sized silicone hoses or elbows, rated for use in temperatures ranging from -60°F to +350°F, and appropriately sized stepless constant torque hose clamps. These connections shall be minimal in number to reduce the number potential leak points, and shall adequately allow for movement of the engine relative to chassis mounted components. All integral hoses supplied with the engine shall be as supplied by the engine manufacturer.

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HEATER HOSES

Premium Goodyear Hi-Miler® blue heater hoses shall be furnished for the heater system. The Hi-Miler® hose shall have a core of black Versigard (EPDM) with spiral flextan reinforcement and blue Versigard coating. All heater hoses shall be equipped with constant torque type hose clamps. All integral hoses supplied with the engine shall be as supplied by the engine manufacturer.

BA-32-0420

LOW COOLANT INDICATOR LIGHT AND ALARM

A low engine coolant indicator light located in the dash instrument panel shall be provided. An audible alarm shall be provided to warn of the low coolant condition.

BA-33-0020

ENGINE BRAKE

An engine compression brake shall be furnished for increased braking capabilities. Controls shall be as provided by the engine manufacturer and shall be activated by releasing the throttle pedal to the idle position.

The engine compression brake shall have dash mounted control switches to turn the brake on or off as well as to control the operational level of the brake.

The engine brake shall be wired in such a manner so as to illuminate the chassis brake lights when the engine brake is engaged and operating.

The engine brake shall be interlocked with the PTO operation and shall automatically disengage any time the apparatus is operating with the PTO active.

BA-33-0150

ENGINE FAST IDLE

A fast idle for the electronic controlled engine shall be provided. The fast idle shall be controlled by switches located on the smart wheel.

An electronic interlock system shall prevent the fast idle from operating unless the transmission is in "Neutral" and the parking brake is fully engaged. If the fast idle control is used in conjunction with a specified engine/transmission driven component or accessory, the fast idle control shall be properly interlocked with the engagement of the specified component or accessory.

BA-33-0160

AIR CLEANER

An engine air cleaner shall be provided. The air cleaner shall include a dry type element and shall be installed in accordance with the engine manufacturer's recommendations. The air cleaner shall be located to the rear of the engine, with streamline air pipes and hump hose connections from the inlet to the air cleaner and from the air cleaner to the turbo. The air cleaner shall be easily accessible when the cab is tilted. The air cleaner shall be plumbed to the air intake system that shall include a self sealing connection between the cab and air cleaner assembly to allow the cab to be tilted.

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BA-33-0180

SPARK ARRESTOR

A spark arrestor shall be installed in the chassis air intake system. This arrestor shall be mounted behind the intake grille to filter out airborne embers. The spark arrestor housing must be easily accessible when the cab is tilted.

BA-33-0200

ACCELERATOR CONTROL

A floor mount accelerator pedal shall be installed on the floor in front of the driver. The pedal shall be positioned for comfort with ample space for fire boots and adequate clearance from the brake pedal control.

BA-33-0250

REMOTE THROTTLE CONTROL HARNESS

An apparatus interface wiring harness for the engine shall be supplied with the chassis. The harness shall include a connector for connection to the chassis harness which shall terminate in the left frame rail behind the cab for reconnection to required throttle control harnesses. The harness shall contain necessary connectors for a pressure governor and a multiplexed gauge. Separate circuits shall be included for pump controls, "Pump Engaged" and "OK to Pump" indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, customer ignition, air horn solenoid switch, high idle switch and high idle indication light.

An apparatus interface wiring harness shall also be included which shall be wired to the cab harness interface connectors and shall incorporate circuits with relays to control pump functions. This harness shall control the inputs for the transmission lock up circuits, governor/hand throttle controls and dash display which shall incorporate "Pump Engaged" and "OK to Pump" indicator lights. The harness shall contain circuits for the apparatus builder to wire in a pump switch.

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

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BA-40-0100

TRANSMISSION

An Allison World Transmission, Model 3000 EVS electronically controlled, automatic transmission shall be provided. Transmission specifications shall be as follows:

- Max. Gross Input Power 450 HP
- Max. Gross Input Torque 1250 lb. ft.
- Input Speed (Range) 2000- 2800 RPM
- Direct Gear (Pumping) 4th (Lock-up)

Transmission installation shall be in accordance with the transmission manufacturer's specification. The transmission shall be readily and easily removable for repairs or replacement.

One (1) PTO opening shall be provided on both the left and right side of the converter housing (positions four (4) o'clock and eight (8) o'clock).

BA-40-0650

The transmission shall be calibrated for five (5) forward gears and one (1) reverse gear. Each gear shall have the following ratios:

- First 3.49:1
- Second 1.86:1
- Third 1.41:1
- Fourth 1.00:1
- Fifth 0.75:1
- Reverse -5.03:1

BA-40-0700

An illuminated, touch-pad type shift control shall be mounted in the cab, convenient to the driver. Shift control shall be approved by the transmission manufacturer.

BA-40-0855

TRANSMISSION OIL LEVEL SENSOR

The transmission shall be equipped with the oil level sensor (OLS); this sensor shall allow the operator to obtain an indication of the fluid level from the shift selector. The sensor display shall provide the following checks, correct fluid level, low fluid level and high fluid level.

BA-40-0860

PARK TO NEUTRAL

The transmission, upon application of the parking brake, shall automatically shift into neutral.

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BA-40-0910

PRESELECT PROGRAMMING

The transmission shall have Allison Preselect enabled to automatically downshift when the secondary engine brake is active.

BA-40-0920

The transmission shall be programmed at the factory to automatically downshift to 4th gear.

This feature shall be enabled/disabled with the main on/off switch for the engine brake.

BA-40-4710

TRANSMISSION FLUID

TES-389 transmission fluid shall be utilized to fill the 3000 EVS transmission.

BA-45-0100

DRIVE LINES

Drive lines shall be Dana (Spicer) 1710 heavy duty series or equal, with "glide coat" splines on all slip shafts. The chassis manufacturer shall utilize an electronic type balancing machine to statically and dynamically balance all drive shafts. The manufacturer shall provide proof of compliance with all drive shaft manufacturer's standards and specifications.

BA-49-0100

DIESEL EXHAUST FLUID TANK

A five (5) gallon diesel exhaust fluid (DEF) tank shall be provided and installed. The tank shall be mounted in the area of the battery box and shall be accessible through a door in the crew area step well.

The tank shall include an internal heater that will be fed by engine coolant directly from the engine block to ensure it is always kept at the proper temperature per EPA requirements. The tank shall include a temperature sensor to control the flow of the engine coolant from the heater valve to the DEF tank.

A DEF fluid level sensor shall be provided with the DEF tank and connected to the level gauge on the dashboard.

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BA-50-0110

EXHAUST SYSTEM

The exhaust system shall be installed in accordance with the engine manufacturer's requirements and meet all Environmental Protection Agency and State noise level requirements. Exhaust system components shall be securely mounted and easily removable.

The diesel particulate filter/muffler shall be fabricated from stainless steel and of a size compatible with the engine exhaust discharge.

Exhaust tubing shall be a minimum of 16 gauge stainless steel from the turbocharger on the engine to the inlet of the diesel particulate filter. Any flexible exhaust tubing shall be HDT stainless steel type. To minimize heat build-up, exhaust tubing within the engine compartment shall be wrapped with an insulating material. Exhaust shall be wrapped from the turbocharger to the entrance of the muffler. Material shall be held in place with worm gear type clamps.

An exhaust diffuser shall be provided to reduce the temperature of the exhaust as it exits the tailpipe.

Separate "regeneration" enable and prohibit switches shall be provided under the dash board on the driver's side. Each switch shall be provided with a spring loaded protective cover and shall be clearly marked as to function.

SELECTIVE CATALYTIC REDUCTION (SCR)

The vehicle shall be equipped with SCR technology that uses a urea based diesel exhaust fluid (DEF) and a catalytic converter to significantly reduce oxides of nitrogen (NOx) emissions.

The SCR system shall reduce levels of NOx (oxides of nitrogen emitted from engines) by injecting small quantities of diesel exhaust fluid (DEF) into the exhaust upstream of a catalyst, where it vaporizes and decomposes to form ammonia and carbon dioxide. The ammonia (NH₃), in conjunction to the SCR catalyst, converts the NOx to harmless nitrogen (N₂) and water (H₂O).

BA-50-0155

The exhaust tailpipe extending from the SCR catalyst to the side of the vehicle shall be constructed from 16-gauge aluminized steel tubing. The exhaust discharge shall be on the officer side of the apparatus forward of the rear axle.

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BA-50-2500
****** FUEL SYSTEM ******

BA-50-2510
FUEL TANK

Fuel tank shall be a minimum of sixty-five (65) gallon capacity. It shall have a minimum fuel filler neck of 2" ID. A 1/2" minimum diameter drain plug shall be provided. The tank shall be fabricated from hot rolled, pickled and oiled steel. Provisions for an additional feed line and fuel level float shall be provided for future use.

The fuel tank shall be installed behind the rear wheels between the frame rails.

The fuel tank shall meet all FHWA 393.67 requirements including a fill capacity of 95% of tank volume.

The fuel tank shall be able to withstand a longitudinal acceleration of -23.0g at 0.166 seconds in accordance to SAE J211 standards using a channel frequency class 600 filter. Testing shall be performed at and verified by a third party testing and evaluation center.

BA-50-2625

The fuel lines shall be textile reinforced synthetic rubber or plastic hose that is approved for use with diesel fuel and has a minimum max temperature rating of 250° F. The lines shall be sized to meet engine manufacture's requirements, and shall be carefully routed and secured along the inside of the frame rails.

BA-50-2645
FUEL FILTER/WATER SEPARATOR

A fuel filter/water separator shall be provided in the fuel system. A "water in fuel" indicator shall be provided on the dash.

BA-50-2700
FUEL POCKET

A fuel fill shall be provided in the left side rear wheel well area. A Cast Products heavy duty cast aluminum spring loaded hinged fill door shall be provided.

A label indicating "Ultra Low Sulfur Diesel Fuel Only" shall be provided adjacent to the fuel fill.

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BA-50-5050

DUAL POWER STEERING

A dual power steering system shall be provided utilizing a Sheppard model #M110 main steering gear on the driver side of the chassis and a Sheppard model #M90 assist steering gear on the officer side of the chassis.

The power steering gear on the officer side of the chassis shall increase performance in turning the officer side wheel assembly, reducing loads and forces on the main gear and components.

The steering system shall be designed to maximize the turning capabilities of the front axle no matter the rating and tire size. The use of a power assist cylinder on the officer side of the chassis is **NOT ACCEPTABLE** on front axles of this capacity.

The system shall be designed utilizing an engine driven hydraulic pump, with a maximum operating pressure of 2000 PSI. Steering design shall permit a maximum of 5.6 turns from stop to stop. Steering system components shall be mounted in accordance with the steering gear manufacturer's instructions.

BA-50-7110

STEERING COLUMN

The steering column shall be a "Douglas Autotech" tilt and telescope column. A lever mounted on the side of the column shall control the tilt and telescope features.

The steering shaft from the column to the miter box shall have a rubber boot to cover the shaft slip and a second rubber boot to seal the passage hole in the floor.

There shall be a ergonomically designed, self-canceling lever, that shall control the following functions:

- Left and right turn signals
- High beam activation
- Hazard warning switch
- Two speed with intermittent windshield wiper control
- Windshield washer control

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BA-50-7150

SMARTWHEEL STEERING WHEEL

The steering column shall be a "Smart Wheel" multiplexed steering wheel. The "Smart Wheel" shall be designed so that the driver's hands never need to leave the steering wheel once the engine is running and the parking brake is released.

The "Smart Wheel" steering wheel shall include ten (10) multiplexed switches that control the following functions:

- Air Horn
- Q2B (If Equipped)
- Q2B Brake (If Equipped)
- Master Warning Switch
- Mic (Push to talk)
- Siren
- Auxiliary Braking
- High Idle
- Throttle Up - High Idle Function
- Throttle Down - High Idle Function

The functions shall be multiplexed through a clock spring circuit board. Collector rings switch wiring is not acceptable! The steering wheel shall be 18 inches in diameter.

In addition to the Smart Wheel switches the electric horn switch shall be located in the center of the steering wheel.

BA-50-9000

ROAD SAFETY KIT

A road safety kit shall be furnished with the following equipment:

- 2 1/2 lb. B-C fire extinguisher
- Triangle safety reflectors.

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BE-00-2610

***** CHASSIS/BODY ELECTRICAL & ACCESSORIES *****

BE-01-0010

CHASSIS ELECTRICAL SYSTEM

All electrical wiring in the chassis shall be SXL cross link insulated type. Wiring is to be color coded and include function codes every three (3) inches on both sides. Wiring harnesses shall be routed in protective, heat resistant loom, securely and neatly installed. Two (2) power distribution centers shall be provided in central locations for greater accessibility. The power distribution centers shall contain automatic thermal self resetting breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays shall have a capacity substantially greater than the expected load on the related circuit, thus ensuring long component life. Power distribution centers shall be composed of a system of interlocking plastic modules for ease in custom construction.

The power distribution centers are function oriented. The first is to control major truck function. The second shall control center to overhead switching and interior operations. Each module is single function coded and labeled to aid in troubleshooting. The centers will also have accessory breakers and relays for future installations. All harnesses and power distribution centers shall be electrically tested prior to installation to ensure the highest system reliability.

All external harness interfaces shall be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points shall be mounted in accessible locations. Complete chassis wiring schematics shall be supplied with the apparatus.

BE-01-0110

WIRING HARNESS DESCRIPTION

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. Wiring will be uniquely identified by color code or circuit function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

The covering of harnesses shall be moisture resistant loom with a minimum rating of 289 Degrees Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable shall have a minimum rating of 289 degree Fahrenheit.

All harnesses will be securely installed in areas protected against heat, liquid contaminants and damage. The harness connections and terminations shall use a method that provides a positive mechanical and electrical connection and are in accordance with the device manufacturers instructions. No connections within the harness may utilize wire nut, insulation displacement, or insulation piercing components.

All circuits shall conform to SAEJ1292. All circuits will be provided with low voltage over current protective devices. These devices shall be readily accessible and protected against heat in excess of component rating, mechanical damage, and water spray. Star washers shall not used for ground connections.

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BE-01-0150

DIRECT GROUNDING STRAPS

Direct grounding straps shall be mounted to the following areas; frame to cab, frame to body and frame to pump enclosure.

All exposed electrical connections shall be coated with "Z-Guard 8000" to prevent corrosion.

BE-01-0153

EMI/RFI PROTECTION

The apparatus shall incorporate the latest designs in the electrical system with state of the art components to insure that radiated and conducted electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.

The apparatus proposed shall have the ability to operate in the environment typically found in fire ground operations with no adverse effects from EMI/RFI.

EMI/RFI susceptibility is controlled by utilizing components that are fully protected and wiring that utilizes shielding and loop back grounds where required. The apparatus shall be bonded through wire braided ground straps. Relays and solenoids that are suspect to generating spurious electromagnetic radiation are diode protected to prevent transient voltage spikes.

In order to fully prevent the radio frequency interference the purchaser may be requested to provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.

BE-01-0210

12 VOLT ELECTRICAL SYSTEM TESTING

The apparatus low voltage electrical system shall be tested and certified by the manufacturer. The certification shall be provided with the apparatus. All tests shall be performed with air temperature between 0°F and 100°F.

The following three (3) tests shall be performed in order. Before each test, the batteries shall be fully charged.

TEST #1-RESERVE CAPACITY TEST

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.

TEST #2-ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

TEST #3-ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be activated with the engine running up to the engine manufacturers governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of less than 11.7 volts DC for a 12 volt system, for more than 120 seconds, shall be considered a test failure.

LOW VOLTAGE ALARM TEST

Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated.

The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts shall be considered a test failure. The battery system shall then be able to restart the engine.

At time of delivery, documentation shall be provided with the following information:

- Documentation of the electrical system performance test
- A written load analysis of the following;
- Nameplate rating of the alternator
- Alternator rating at idle while meeting the minimum continuous electrical load
- Each component load comprising the minimum continuous electrical load.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

BE-05-0315

LOAD MANAGEMENT SYSTEM

A load management system shall be provided. The load manager shall have 16 programmable outputs to supply warning and load switching requirements. The load management system shall be capable of offering load sequencing, load shedding, fast idle control, low voltage warning, scene mode operation and response mode operation

Outputs 1 thru 12 shall be independently programmable to activate during the scene mode, the response mode or both. These outputs can also be programmed to activate with the ignition or master warning switch, or to sequence and shed along with the priority. Output 13 shall be designated to activate a fast idle system. Output 14 shall provide a low voltage warning for an isolated battery. Output 15 is a user configurable output and shall be programmable for activating between 10.5 and 15 volts. Output 16 shall provide a low voltage alarm that activates at the NFPA required 11.8 volts.

The load management shall have a digital display to indicate system voltage in normal operation mode and also indicate the output configuration during programming mode.

The load management shall also be protected against reverse polarity and shorted outputs, and be enclosed in a metal enclosure to enhance EMI/RFI protection.

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BE-05-0900

CHASSIS DIAGNOSTICS SYSTEM

Diagnostic ports shall be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel shall allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches shall allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic system shall include the following:

- A single port to monitor the engine, transmission and ABS system and diagnostics of the roll sensor (if applicable)
- Engine diagnostic switch (blink codes)
- ABS diagnostic switch (blink codes)
- Allison Transmission Codes (through touch pad shifter)

BE-05-1160

VOLTAGE MONITOR SYSTEM

A voltage monitoring system shall be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system shall provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm shall activate if the system falls below 11.8 volts DC for more than two (2) minutes.

BE-05-1165

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM

A system shall be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

BE-05-1170

12 VOLT SEQUENCER

A sequencer shall be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation shall allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

Emergency light sequencing shall operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights shall be activated one by one at half second intervals. Sequenced emergency light switch indicators shall flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer shall deactivate the warning light loads in the reverse order.

Rear of cab Air-Conditioning and Heat shall be load managed.

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BE-05-1175

ELECTRICAL HARNESS REQUIREMENT

To ensure dependability, all 12-volt wiring harnesses installed by the manufacturer shall conform to the following specifications:

- SAE J 1128 - Low tension primary cable
- SAE J 1292 - Automobile, truck, truck-tractor, trailer and motor coach wiring
- SAE J 163 - Low tension wiring and cable terminals and splice clips
- SAE J 2202 - Heavy duty wiring systems for on-highway trucks
- NFPA 1901 - Standard for automotive fire apparatus
- FMVSS 302 - Flammability of interior materials for passenger cars, multipurpose passenger vehicles, trucks and buses
- SAE J 1939 - Serial communications protocol
- SAE J 2030 - Heavy-duty electrical connector performance standard
- SAE J 2223 - Connections for on board vehicle electrical wiring harnesses
- NEC - National Electrical Code
- SAE J 561 - Electrical terminals - Eyelet and spade type
- SAE J 928 - Electrical terminals - Pin and receptacle type A.

For increased reliability and harness integrity, harnesses shall be routed throughout the cab and chassis in a manner which allows the harnessing to be laid into its mounting location. Routing of harnessing which requires pulling of wires through tubes is never allowed at the manufacturer.

Wiring shall be run in loom or conduit where exposed, and have grommets or other edge protection where wires pass through metal. Wire colors shall be integral to each wire insulator and run the entire length of each wire. Harnessing containing multiple wires and uses a single wire color for all wires shall not be allowed. Function and number codes shall be continuously imprinted on all wiring harness conductors at 3.00" intervals. All wiring installed between the cab and into doors shall be protected by a wire conduit to protect the wiring. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment shall be installed utilizing the following guidelines:

- All holes made in the roof shall be caulked with silicon. Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. Exposed area shall be defined as any location outside of the cab or body.
- For low cost of ownership, electrical components designed to be removed for maintenance shall be quickly accessible. For ease of use, a coil of wire shall be provided behind the appliance to allow them to be pulled away from the mounting area for inspection and service work.
- Corrosion preventative compound shall be applied to non-waterproof electrical connectors located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation of the plug.
- Any lights containing non-waterproof sockets in a weather-exposed area shall have corrosion preventative compound added to the socket terminal area.
- All electrical terminals in exposed areas shall have protective coating applied completely over the metal portion of the terminal.
- Rubber coated metal clamps shall be used to support wire harnessing and battery cables routed along the chassis frame rails.
- Heat shields shall be used to protect harnessing in areas where high temperatures exist. Harnessing passing near the engine exhaust shall be protected by a heat shield.
- Cab and crew cab harnessing shall not be routed through enclosed metal tubing. Dedicated wire routing channels shall be used to protect harnessing therefore improving the overall integrity of the vehicle electrical system. The design of the cab shall allow for easy routing of additional wiring and easy access to existing wiring.
- All standard wiring entering or exiting the cab shall be routed through sealed bulkhead connectors to protect against water intrusion into the cab.

9073

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BATTERY CABLE INSTALLATION

All 12-volt battery cables and battery cable harnessing installed by the apparatus manufacturer shall conform to the following requirements:

- SAE J 1127 - Battery Cable
- SAE J 561 - Electrical terminals, eyelets and spade type
- SAE J 562 - Nonmetallic loom
- SAE J 836 A - Automotive metallurgical joining
- SAE J 1292 - Automotive truck, truck-tractor, trailer and motor coach wiring
- NFPA 1901 - Standard for automotive fire apparatus.

Battery cables and battery cable harnessing shall be installed utilizing the following guidelines:

- Splices shall not be allowed on battery cables or battery cable harnesses.
- For ease of identification and simplified use, battery cables shall be color coded. All positive battery cables shall be marked red in color. All negative battery cables shall be black in color.
- For ease of identification, all positive battery cable isolated studs throughout the cab and chassis shall be red in color.
- For increased reliability and reduced maintenance, all electrical buss bars located on the exterior of the apparatus shall be coated to prevent corrosion.
- An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

BE-10-0420

ALTERNATOR

The alternator shall be Leece Neville Model 4962PA, 320 amp, serpentine belt driven unit. The installation shall include an integral self-diagnostic regulator and rectifier for compact installation.

The alternator installation shall be designed to provide maximum output at engine idle speed to meet the minimum continuous electrical load of the apparatus as required.

BE-15-0680

BATTERY SYSTEM

Five (5) Exide #HP-31D, Group 31, maintenance free batteries shall be provided. Each battery shall be rated at 925 CCA at 0° F and shall have a reserve capacity of 180 minutes.

Wiring for the batteries shall be 4/0 welding type dual path starting cables for SAEJ541.

BE-15-1105

BATTERY STORAGE

Batteries shall be securely mounted in fixed 3/16" GR50 steel trays located on each side of the chassis frame. Complete access shall be provided when the cab is fully tilted. Batteries shall be mounted on non-corrosive matting material.

The battery tray shall be able to withstand a longitudinal acceleration of -46.5g at 0.246 seconds in accordance to SAE J211 standards using a channel frequency class 600 filter. Testing shall be performed at and verified by a third party testing and evaluation center.

BE-15-1500

BATTERY DISCONNECT SWITCH

The chassis batteries shall be wired in parallel to a single 12 volt electrical system, controlled through a heavy duty, rotary type, master disconnect switch. The master disconnect switch shall be located within easy access of the driver upon entering or exiting the cab.

BE-15-1555

BATTERY JUMPER STUDS

A set of Cole Hersee battery jumper studs, model #46210-02 (red) and #46210-03 (black) shall be provided to allow the battery system to be jump started or charged from an external source. The studs shall be located on the bottom of the battery box on the driver's side of the chassis. Each stud shall be equipped with both a rubber protector cap and a 2" square non-conductive plate to prevent accidental shorting.

BE-20-1635

120 VOLT SHORELINE CONNECTION - "SUPER" AUTO EJECT

One (1) Kussmaul "Super" Auto Eject model 091-55-20-120, automatic, 120 volt, 20 amp shoreline disconnect shall be provided for the on board, 110 volt battery charging systems.

The disconnect shall be equipped with a NEMA 5-20 P male receptacle, which shall automatically eject the shoreline when the vehicle starter is energized. A label shall be provided indicating voltage and amperage ratings.

BE-20-1715

SHORELINE POWER INLET PLATE

A shoreline power receptacle information plate shall be permanently affixed at or near the power inlet. The plate shall indicate the following:

- Type of Line Voltage
- Current Rating in Amps Power Inlet Type (DC or AC).

BE-20-1720

The Kussmaul auto-eject connection shall be equipped with a Red or other Department directed color weatherproof cover.

BE-20-1750

The shoreline receptacle shall be located in the area directly adjacent to the driver's side cab door.

BE-20-2020

BATTERY CHARGER / AIR COMPRESSOR SYSTEM

A Kussmaul model #091-187-12-REMOTE, "Auto Charge 1200" high output, fully automatic battery charger shall be provided for maintaining the vehicle battery system. Unique electronic sensing circuits sense the true battery voltage while eliminating the need for external sense wires. Output current shall be 40 amperes @ 12 volt DC.

A Kussmaul 091-9HP air compressor shall maintain the air pressure in the chassis air brake system while the vehicle is not in use. The air compressor shall have a rated input at 120 volts AC @ 3.5 amps and a maximum of 125 psi.

A LED bar graph display shall be located near the shoreline connection to monitor the battery status.

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BF-00-0305

EMERGENCY SWITCHES

A switch control console shall be provided in the overhead panel above the driver's position. This console shall separate the emergency / auxiliary electrical functions from the regular chassis functions. A minimum of ten (10) rocker type switches with integral indicator lights will be provided, in addition to the Load Manager indicator. Two (2) spare switches shall be provided.

A master warning switch shall be provided, which shall allow pre-setting of emergency light switches and shall have a red integral indicator light. Next to the master switch, a total of eight (8) load manageable emergency switches shall be provided. The last remaining switch shall be a ground light switch. All switches, (other than the master switch), shall have switch function labeling and an amber integral indicator light.

BF-00-0508

"LED" CAB INTERIOR LIGHTING

Four (4) Whelen # 60CREGCS, 6" round, interior LED combination red/white dome lights shall be furnished in the cab, two (2) in the forward section and two (2) in the rear crew section. Each dome light shall have individual switches to control the red or white LED's. Each dome light shall also activate when the respective, adjacent cab door is opened.

BF-00-5000

"DO NOT MOVE APPARATUS" WARNING LIGHT WITH AUDIBLE ALARM

A 1" round, red flashing warning light with an integral audible alarm, shall be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door, an extended ladder rack, a deployed stabilizer, an extended light tower or any other device which is opened, extended or deployed which may cause damage to the apparatus if it is moved.

This light shall be activated through the parking brake switch to signal when the parking brake is released. This light shall be labeled "DO NOT MOVE TRUCK".

S BF-01-0900

12 VOLT POWER PORT

One (1) 12 volt power port accessory outlet(s) shall be installed in the cab of the truck for the fire departments accessory devices. The lighter(s) shall be located near the driver seating position.

BF-01-0905

12 VOLT POWER PORT

One (1) 12 volt power port accessory outlet(s) shall be installed in the cab of the truck for the fire departments accessory devices. The lighter(s) shall be located as directed near the officer's seating position for devices such as cellular phones.

BF-01-0945

12 VOLT ACCESSORY CIRCUIT - CAB DASH

One (1) dedicated circuit; 12 volt, 40 Amp, power and ground on 3/8 stud and fused at battery shall be provided in the cab dash. The circuit shall be for future installation of radios or accessories.

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BF-20-0120

HEADLIGHTS CLUSTER

Two (2) dual, rectangular, halogen headlight modules in bright finish bezels shall be furnished on the front of the cab. Each head light module shall incorporate an individual low beam and a high beam headlight. High beam actuation shall be controlled on the turn signal lever.

BF-20-0320

DAYTIME RUNNING LIGHTS

The chassis head lights shall have integrated circuitry to actuate the low beam headlights at a maximum of 80 percent of capacity whenever the chassis engine is running.

The daytime running lights shall be interlocked with the parking brake.

BG-00-0055

SECONDARY DUAL LIGHT MODULE

Two (2) Code 3 65STA arrow shaped, amber LED turn signals shall be provided, one (1) in each side of the dual light module above the headlights.

The NFPA required, Zone "A" lower warning lights shall be incorporated into each side dual light module noted above.

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BG-00-0450

DOT MARKER LIGHTS AND REFLECTORS

BG-00-0550

DOT MARKER LIGHTS AND REFLECTORS

BG-00-1200

Five (5) DOT approved Whelen (or equal) Light Emitting Diode (LED) cab marker lamps shall be mounted on the top front edge of the cab roof.

BG-00-1600

Amber LED marker lights with integral reflectors shall be provided on the side of the cab adjacent to the driver's door, one (1) each side.

BG-00-1610

Truck-Lite Model # 18 red LED marker lights with integral reflectors shall be provided at the lower side rear, one (1) each side.

Truck-Lite # 60115Y yellow LED side marker and turn lights shall be provided on the apparatus lower side, forward of rear axle, one (1) each side.

BG-00-1660

Truck-Lite Model #19 red LED clearance lights shall be provided on the apparatus rear upper, one (1) each side at the outermost practical location.

Truck-Lite Model # 33740R LED 3-lamp identification bar will be provided on the apparatus rear center. The lights shall be red in color.

BG-00-1800

Truck-Lite # 98034Y yellow reflectors shall be provided on the apparatus body lower side, as far forward and low as practical, one (1) each side if the apparatus is 30' long or longer.

BG-00-1810

Truck-Lite # 98034R red reflectors shall be provided on the apparatus rear, one (1) each side at the outermost practical location.

BG-00-2915

LED LICENSE PLATE LIGHT - REAR

One (1) Tecniq model #L110 LED license plate light shall be provided above the mounting position of the license plate. The light shall be clear in color and shall have a chrome finish.

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BG-02-2529

TAIL, STOP, TURN AND BACK-UP LIGHTS

Two (2) Code 3, 65STR 4" x 6", red LED combination tail and stop lights, shall be mounted one each side at the rear of the body.

Two (2) Code 3, 65STA 4" x 6", amber LED arrow turn signal lights, shall be mounted one each side, on a vertical plane with the tail/stop lights.

Two (2) Code 3, 61RV 4" x 6", white halogen backup lights, shall be mounted one each side, on a vertical plane with the turn/tail/stop signals. These lights shall activate when the transmission is placed in reverse gear.

Two (2) Code 3 65STK4 mounting flanges, installed one (1) on each side, shall be provided to mount the lights described above in one common mounting flange. The fourth opening shall be for the lower rear warning lights.

The lights shall be mounted in order, from top to bottom, as described above.

BH-04-1040

CAB STEP LIGHTS

Chrome plated Innovative Lighting, 3-LED surface mounted, chassis step lights shall be provided and controlled with marker light actuation. Step lights shall be located to properly illuminate all chassis access steps and walkway areas.

BH-04-1125

BODY STEP LIGHTS

Chrome plated Innovative Lighting, 3-LED surface mounted, body step lights shall be provided and controlled with marker light actuation. Step lights shall be located to properly illuminate all body access steps and walkway areas.

BH-05-1620

DUNNAGE AREA LIGHTING

Two (2) chrome plated Innovative Lighting, 3-LED surface mounted lights shall be provided in the dunnage area to provide adequate illumination of this area.

BH-10-7010

SCENE LIGHTS - REAR OF BODY

Two (2) Fire Research Spectra 900 LED scene lights shall be provided, one on each side of the rear body panel in a chrome plated flange. Each light shall be 9" wide by 6 3/4" high by 1 3/4" deep and produce 4,400 lumens. The scene lights shall be wired through the load management system.

BH-10-7045

SCENE LIGHTS - DRIVER SIDE OF BODY

Two (2) Fire Research Spectra 900 LED scene lights shall be provided. The scene lights shall be installed one rearward and one forward on the driver side of the body in a chrome plated flange. Each light shall be 9" wide by 6 3/4" high by 1 3/4" deep and produce 4,400 lumens. The scene lights shall be wired through the load management system.

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BH-10-7055

SCENE LIGHTS - OFFICER SIDE OF BODY

Two (2) Fire Research Spectra 900 LED scene lights shall be provided. The scene lights shall be installed one rearward and one forward on the officer side of the body in a chrome plated flange. Each light shall be 9" wide by 6 3/4" high by 1 3/4" deep and produce 4,400 lumens. The scene lights shall be wired through the load management system.

BH-10-8020

REAR OF BODY LIGHT SWITCHING - CAB

A switch shall be provided in the cab warning light switch console to turn the rear of body lights on and off.

BH-10-8080

DRIVER SIDE OF BODY LIGHT SWITCHING - CAB

A switch shall be provided in the cab warning light switch console to turn the driver side of body lights on and off.

BH-10-8100

OFFICER SIDE OF BODY LIGHT SWITCHING - CAB

A switch shall be provided in the cab warning light switch console to turn the officer side of body lights on and off.

BH-10-9000

REAR SCENE LIGHTS - ADDITIONAL ACTIVATION

In addition to the cab mounted switch for the rear scene lights, the rear scene lights shall illuminate when the transmission is placed in reverse gear and the apparatus is operating as an emergency vehicle (Primary Warning switch on).

BH-11-0810

GROUND LIGHTS - CAB

One (1) Amdor Luma Bar H2O LED 20" ground light shall be provided under each side cab door entrance step, four (4) total. The ground lights shall turn on automatically with each respective door jamb switch and also by a master ground light switch in the warning light switch console.

Each light shall illuminate an area at a minimum 30" outward from the edge of the vehicle.

BH-12-2100

ROOF MOUNT 155W LED BROW LIGHT - ABOVE WINDSHIELD

Fire Research Evolution LED model FCA800-V15 contour roof mount light shall be installed. The mounting brackets shall attach to the bottom of the lamp head and be machined to conform to the roof radius. Wiring shall extend from a weatherproof strain relief at the rear of the lamp head.

The lamp head shall have eight (8) ultra-bright white LEDs. It shall operate at 12 volts DC, draw 13 amps, and generate 15,000 lumens. The lamp head shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamp head shall incorporate heat-dissipating fins and be no more than 4" high by 11 1/2" wide. The lamp head and mounting arm shall be powder coated white. The floodlight shall be for fire service use.

The Evolution brow mounted flood light shall be located above the windshield in the center of the cab.

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BH-13-0015

TELESCOPING LIGHTS - REAR OF CAB

Two (2) Fire Research Evolution LED model FCA530-V15 side mount push up telescopic lights shall be mounted one (1) each side on the rear of the cab. The light poles shall be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole shall rotate 360 degrees. The outer pole shall be a grooved aluminum extrusion and qualify as an NFPA compliant handrail. The pole mounting brackets shall have a 3 1/2" offset. Wiring shall extend from the pole bottom with a 4' retractile cord.

Each lamp head shall have eight (8) ultra-bright white LEDs and shall operate at 12 volts DC, draw 13 amps, and generate 15,000 lumens. Each lamp head shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamphead angle of elevation shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. Each lamp head shall incorporate heat-dissipating fins and be no more than 5" deep by 3 3/8" high by 11 1/2" wide. The lamp head and mounting arm shall be powder coated white. The floodlights shall be for fire service use.

BH-14-0000

REAR OF CAB LIGHT SWITCHING - CAB

A switch shall be provided in the cab warning light switch console to turn the rear of cab lights on and off.

BH-14-0010

REAR OF CAB LIGHT SWITCHING - PUMP PANEL

A switch shall be provided on the pump panel to turn the rear of cab lights on and off.

BH-14-0020

LIGHT(S) ABOVE WINDSHIELD SWITCHING - CAB

A switch shall be provided in the cab warning light switch console to turn the light(s) above windshield on and off.

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BI-00-0300

****** BODY ELECTRICAL SYSTEM ******

12 VOLT BODY ELECTRICAL SYSTEM

All electrical lines in the body shall be protected by automatic circuit breakers, conveniently located to permit ease of service. Flashers, heavy solenoids and other major electrical controls shall be located in a central area near the circuit breakers.

All lines shall be color and function coded every 3", easy to identify, oversized for the intended loads and installed in accordance with a detailed diagram. A complete wiring diagram shall be supplied with the apparatus.

Wiring shall be carefully protected from weather elements and snagging. Heavy duty loom shall be used for the entire length. Grommets shall be utilized where wiring passes through panels.

In order to minimize the risk of heat damage, wires run in the engine compartment area shall be carefully installed and suitably protected by the installation of heat resistant shielded loom.

All electrical equipment shall be installed to conform to the latest federal standards as outlined in NFPA 1901.

BJ-00-5100

PUMP ENCLOSURE WORK LIGHTS

Two (2) Peterson model #M391 lights shall be provided inside the pump enclosure providing a minimum of 20 candlepower illumination. Each light shall have their own independent switch incorporated into the light head.

BJ-00-5150

ENGINE COMPARTMENT WORK LIGHTS

Two (2) Peterson model #M391 lights shall be provided inside the engine enclosure that will provide a minimum of 20 candlepower illumination. Each light shall have their own independent switch incorporated into the light head.

BJ-02-0450

AMDOR LUMA BAR COMPARTMENT LIGHTS - LED

Each individual, equipment storage compartment shall be equipped with the AMDOR Luma Bar LED light fixture mounted one each side of the forward (and rear) vertical door frame.

BL-95-0000

NFPA AUDIBLE AND LIGHTING WARNING PACKAGE

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901 Fire Apparatus Standard. The lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

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BL-95-0100

LIGHT PACKAGE ACTUATION CONTROLS

The entire warning light package shall be actuated with a single warning light switch located on the cab switch panel. The wiring for the warning light package shall engage all of the lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged. An automatic control system shall be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

BL-98-0000

WARNING LIGHT FLASH PATTERN

All of the perimeter warning lights shall be set to the default NFPA flash pattern as provided by the warning light manufacturer.

BM-00-0208

UPPER LEVEL LIGHTING - CODE 3

BM-02-0250

NFPA ZONE A, UPPER

A Code 3 RMX80NFPA1 "RMX", 80" LED cab roof warning light bar shall be furnished and rigidly mounted on top of the cab roof.

The light bar shall be equipped with the following:

Upper Level

- Red Lenses
- Six Forward Facing - REF8 LED Red Modules
- Two Side Facing - REF8 LED Red Modules

Lower Level

- Clear Lenses
- Two Forward Facing - REF8 LED Red Modules
- Two Corner Facing - REF12 LED Red Modules

If equipped, the forward facing white lights shall be automatically disabled for the "Blocking Right of Way" mode.

BM-02-1055

NFPA ZONE C, UPPER

Two (2) Code 3 A18-** Arch LED beacon lights shall be mounted one (1) each side at the rear of the body. The lights shall be mounted so the warning signal faces at 45° to the longitudinal axis of the vehicle in order to comply with NFPA standards in both Zone C and B/D Upper.

Each light shall have red LED's and a colored lens.

BM-02-2000

NFPA ZONES B & D REAR, UPPER

The lighting requirement for this area is covered by the lights noted in Zone "C" - Upper.

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**BM-02-3000
NFPA ZONES B & D FRONT, UPPER**

The lighting requirement for this area is covered by the lights noted in Zone "A" - Upper.

**BM-07-0208
LOWER LEVEL LIGHTING - CODE 3**

**BM-09-0030
NFPA ZONE A, LOWER**

Two (2) Code 3 468*BZ-75 PriZm II LED light heads shall be provided and installed one (1) each side.

Each light head shall be equipped with red LED's and a colored lens.

The lights shall be installed with a chrome plated mounting flange.

BM-09-0098
The lower Zone A warning lights shall be mounted in the custom chassis headlight bezels.

**BM-09-1028
NFPA ZONE C, LOWER**

Two (2) Code 3 468*BZ-75 PriZm II LED light heads shall be provided and installed; one (1) each side directly below the DOT stop, tail, turn and backup lights.

Each light head shall be equipped with red LED's and a colored lens.

The lights shall be installed with a chrome plated mounting flange.

**BM-09-2020
NFPA ZONES B & D FRONT, LOWER**

Two (2) Code 3 378*BZ-75 PriZm II LED light heads shall be provided and installed one (1) each side.

Each light head shall be equipped with red LED's and a colored lens.

The lights shall be installed with a chrome plated mounting flange.

BM-09-2098
The lower Zone B & D warning lights shall be mounted on the sides of the custom chassis front bumper.

**BM-09-3020
NFPA ZONES B & D MIDSHIP, LOWER**

Two (2) Code 3 378*BZ-75 PriZm II LED light heads shall be provided and installed one (1) each side.

Each light head shall be equipped with red LED's and a colored lens.

The lights shall be installed with a chrome plated mounting flange.

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BM-09-4020

NFPA ZONES B & D REAR, LOWER

Two (2) Code 3 378*BZ-75 PriZm II LED light heads shall be provided and installed one (1) each side.

Each light head shall be equipped with red LED's and a colored lens.

The lights shall be installed with a chrome plated mounting flange.

BM-15-0000

WARNING LIGHT SYSTEM CERTIFICATION

The warning light system(s) specified above shall not exceed a combined total amperage draw of 45 AMPS with all lights activated in either the "Clearing Right of Way" or the "Blocking Right of Way" mode.

The warning light system(s) shall be certified by the light system manufacturer(s), to meet all of the requirements in the current revision of the NFPA 1901 Fire Apparatus Standard as noted in the General Requirements section of these specifications. The NFPA required "Certificate of Compliance" shall be provided with the completed apparatus.

BW-00-0510

ELECTRIC HORN

A single electric horn activated by the steering wheel horn button shall be furnished.

BW-00-0560

BACK-UP ALARM

A Code 3, model # D450C, 87dBA back-up alarm, shall be provided and installed at the rear of the apparatus under the tailboard. The back-up alarm shall activate automatically when the transmission is placed in reverse gear and the ignition is "on".

BW-00-5000

AIR HORNS

Two (2) chrome plated air horns shall be at the front of the vehicle. The air horns shall be mounted in full compliance with NFPA-1901. The supply lines shall be dual 1/4" lines with equal distance from each horn.

BW-00-5100

Both air horns shall be recessed in the front bumper.

BW-00-5200

The air horn(s) shall be controlled by a foot switch on the officer's side and the steering horn button on driver's side. An air horn/electric DOT horn selector switch shall be furnished on the dash for the drivers steering horn button.

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BW-01-0310

ELECTRONIC SIREN

One (1) Code 3 Model # 3692 V-Con electronic siren shall be provided featuring: electronic air horn, wail, yelp and hi-lo siren tones along with public address and radio rebroadcast. A hardwired microphone shall provided for the public address feature.

The electronic siren and speaker shall meet the NFPA required SAE certification to ensure compatibility between the siren and speaker.

BW-01-1100

One (1) Code 3, model # FM100C chrome plated siren speaker shall be provided, recessed in the front bumper and wired to the electronic siren.

BW-02-0000

FEDERAL Q2B MECHANICAL SIREN

One (1) Federal Model #Q2B mechanical siren shall be provided to provide audible warning.

BW-02-0010

The Q2-B siren shall be pedestal mounted on top of the extended bumper on the driver's side. The siren shall be equipped with a Federal model #P, chrome housing and pedestal.

BW-02-2000

Two (2) floor mounted foot switches shall be provided, one (1) for the officer and one (1) for the driver. A siren brake button shall be provided near the driver's position.

BW-15-3265

WEATHER BAND AM/FM/CD RADIO

A Weather Band/AM/FM, CD, MP3, Satellite ready player with a wireless remote shall be installed in the cab overhead panel as space allows. The speakers shall be located as follows:

- (2) 6 inch mounted in the Front of the cab
- (2) 6 inch mounted in the Rear of the cab

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DA-30-0150
**** PUMP AND PLUMBING ****

DC-00-2335 10

PUMP

- **WATEROUS CSU-C20**
- **1500 G.P.M.**
- **SINGLE-STAGE**

The pump shall be of single-stage construction and shall comply with all applicable requirements of the latest standards for automotive fire apparatus of the National Fire Protection Association, NFPA-1901 and shall have a rated capacity of 1500 gpm.

The pump must deliver the percentage of rated capacity at the pressure listed below:

- 100% of rated capacity at 150 P.S.I. net pump pressure
- 100% of rated capacity at 165 P.S.I. net pump pressure
- 70% of rated capacity at 200 P.S.I. net pump pressure
- 50% of rated capacity at 250 P.S.I. net pump pressure.

The pump shall be free from objectionable pulsation and vibration under all normal operating conditions.

PUMP CONSTRUCTION

The pump body shall be close-grained gray iron and must be horizontally split in two sections for easy removal of the impeller shaft assembly, and designed for complete servicing from the bottom of the truck without disturbing setting of the pump in the chassis or apparatus piping which is connected to the pump. Pump body halves shall be bolted together on a single horizontal face to minimize chance of leakage and facilitate reassemble.

Discharge manifold shall be cast as an integral part of the pump body assembly and shall provide at least three full 3-1/2 inch openings for ultimate flexibility in providing various discharge outlets for maximum efficiency, and shall be located as follows: one outlet on the right side of the pump body, one outlet on the left side of the pump body, and one outlet on top of the pump discharge manifold.

IMPELLER SHAFT

The Impeller shaft shall be heat-treated stainless steel, ground at all critical areas, and polished under the packing. An exclusive two-piece impeller shaft shall allow separation of the transmission from the pump without disassembling either component. This simplifies repair procedures, resulting in less down time.

BEARINGS

Three deep-groove, anti-friction ball bearings shall be located outside the pumping chamber, which shall give support and proper alignment to the impeller shaft assembly. The bearings shall be oil or grease lubricated, completely separated from the water being pumped, and shall be protected by seal housings, flinger rings and oil seals.

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DC-01-4620

MECHANICAL PUMP SEALS

Stuffing boxes shall be integral with the pump body and be equipped with self-adjusting, maintenance free mechanical shaft seals.

DC-01-5180

PUMP IMPELLER

The impeller shall be bronze, accurately balanced (mechanically and hydraulically), of mixed flow design with reverse flow labyrinth-type wear rings that resist water bypass and loss of efficiency due to wear.

Wear rings shall be bronze, and shall be easily replaceable to restore original pump efficiency and eliminate the need for replacing the entire pump casing due to wear.

DC-01-6210

PUMP TRANSMISSION

The pump transmission shall be all aluminum "C20" model, rigidly attached to the pump body assembly and be of latest design incorporating a high strength involute tooth-form Hy-Vo chain drive. The driven sprockets shall be capable of operating at high speeds to provide smooth, quiet transfer of power. The shift engagement shall be accomplished by a free-sliding collar and shall incorporate an internal locking mechanism to insure that the collar shall be maintained in ROAD or PUMP position.

DC-01-6490

PUMP RATIO

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

The manufacturer shall supply at time of delivery copies of the pump manufacturer's certification of hydrostatic testing, the engine manufacturer's current certified brake horsepower curve.

DC-01-7140

PUMP SHIFT

The pump shift shall be pneumatically operated and shall incorporate a standard automotive air valve shifting mechanism for ease of maintenance and parts availability. The pump shift valve shall be mounted in the cab and identified as PUMP SHIFT, and include shift instructions permanently inscribed on the pump shift switch plate. The in cab control valve shall include a detent lock to prevent accidental shifting.

DC-01-8615

PUMP SHIFT INDICATORS LIGHT

The pump shift assembly shall incorporate an indicating light system which shall warn the operator if the shift to PUMP has not been completed and indicate when it has been completed. The switch that activates the lights must be mounted on the pump transmission and positioned so that the pump shift arm activates the switch only when the shift arm has completed its full travel into PUMP position.

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DC-01-9020

TRANSMISSION LOCK

The automatic transmission furnished in the chassis shall have a lock-up assembly which brings the transmission to direct drive and prevents the transmission from shifting gears while in the pumping mode.

BRAKING SYSTEM

A positive braking system shall be provided to prevent vehicle movement during pumping operations. The air brakes furnished must satisfy this requirement.

DC-02-1900

MAIN PUMP MOUNTS

Extra heavy duty pump mounting brackets shall be furnished. These shall be bolted to the frame rails in such a position to perfectly align the pump so that the angular velocity of the drive line joints shall be the same on each end of the drive shaft. This shall assure full capacity performance with a minimum of vibration. Mounting hardware shall utilize Grade 8 bolts.

Pumps which are not mounted directly to the frame will not be considered. Under no circumstance shall the pump function as a frame cross member.

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DC-05-0410 10

******* PRESSURE CONTROL & ACCESSORIES *******

DC-05-1226

FIRE RESEARCH "IN-CONTROL" PRESSURE GOVERNOR

The apparatus shall be equipped with a Fire Research InControl series TGA400 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 5 1/2" high by 10 1/2" wide by 2" deep. The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The following continuous displays shall be provided:

- Pump discharge; shown with four daylight bright LED digits more than 1/2" high.
- Pump Intake; shown with four daylight bright LED digits more than 1/2" high.
- Pressure / RPM setting; shown on a dot matrix message display.
- Pressure and RPM operating mode LEDs.
- Throttle ready LED.
- Engine RPM; shown with four daylight bright LED digits more than 1/2" high.
- Check engine and stop engine warning LEDs.
- Oil pressure; shown on a dual color (green/red) LED bar graph display.
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display.
- Transmission Temperature; shown on a dual color (green/red) LED bar graph display.
- Battery voltage; shown on a dual color (green/red) LED bar graph display.
- The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only)

The program features shall be accessed via push buttons and a control knob located on the front of the control panel. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 psi. The intake pressure display shall show pressures from -30 in. Hg to 600 psi.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle. The pressure governor, monitoring and master pressure display shall be programmed to interface with a specific engine.

9073

5/9/13 FPR

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DC-05-1295

INTAKE RELIEF VALVE

An Task Force Tips A1860 Series relief valve shall be provided. The valve shall be adjustable from 50 to 200 psi (3 to 14 bar) with easy to see 25 psi (2 bar) increments. The aluminum casting shall be hardcoat anodized, and powder coat finished inside and out for maximum corrosion protection.

DC-05-2500

PUMP CERTIFICATION

The pump shall be third party performance tested to meet the requirements of NFPA-1901. To ensure top quality and integrity, the test company shall be Underwriters Laboratories (UL).

DC-05-3680

PRIMING PUMP

The priming pump will be a Trident air primer system. A push in primer handle will open the priming valve and prime the pump.

DC-05-5210

MASTER DRAIN

The Waterous manifold drain assembly shall consist of a stainless steel plunger in a bronze body with multiple ports. The valve shall be designed so that pump discharge pressure prevents it from opening accidentally. The drain valve control shall be panel mounted, cable or rod operated and identified PUMP DRAIN.

DC-05-5400

INDIVIDUAL BLEEDERS AND DRAINS

All lines shall drain through the master drain valve or shall be equipped with individual drain valves, easily accessible and labeled.

One (1) individual "Innovative Control" lift up drain valve shall be furnished for each 1-1/2" or larger discharge port and each 2-1/2" gated auxiliary suction.

Drain/bleeder valves shall be located at the bottom of the side pump module panels.

All drains and bleeders shall discharge below the running boards.

DC-05-5500

SYNFLEX SUCTION, DISCHARGE, PRESSURE AND CONTROL LINES

Small lines within the pump enclosure shall be constructed from Synflex hose. Uses include, but are not limited to such lines as priming control, gauge lines, drain lines, air control valves, pump shift, supplemental cooling, foam flush and air bleeder valves.

DC-05-6220

ANODE BLOCKS

Two (2) Waterous zinc anode blocks shall be provided and located on the suction side of the pump to protect the pump from corrosion.

The Anodes shall be painted Safety Yellow for identification purposes.

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DC-05-6330

PUMP OVERHEAT INDICATOR SYSTEM

A Waterous Overheat Protection Manager (OPM) shall be provided to serve as a safety device by releasing hot water from the discharge area of the pump to the ground or back to a water tank. The OPM consists of a valve that opens when the water in the pump reaches 140 F (60 C) and a warning light that is triggered by a thermal switch when the water in the pump reaches 180 F (82 C). The warning light acts as an additional protection device if the temperature inside the pump keeps rising although the valve is open. The OPM valve and switch are both mounted on two 1/2" tapped holes located near the center discharge area of the pump.

DC-10-2202.10

PUMP MODULE

The pump module shall be a self-supported structure mounted independently from the body and chassis cab. The design must allow normal frame deflection without imposing stress on the pump module structure or side running boards. The pump module shall be securely mounted to the chassis frame rails.

DC-10-2500

The pump module shall be a welded frame work utilizing structural steel components properly braced to withstand the rigors of chassis frame flex.

DC-10-2770

DUNNAGE AREA

A dunnage area shall be provided above the pump enclosure for equipment mounting and storage. This area shall be furnished with a removable 3/16" aluminum tread plate floor and shall be enclosed on the sides.

NOTE: The size of this storage area may vary when top mounted crosslays, booster reel(s), etc., are specified and located in this area.

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DC-14-0210 10

******* PUMP SUCTIONS & AUXILIARY INLETS *******

DC-14-3210

SUCTION INLETS

Two (2) 6" N.S.T. suction inlets shall be provided, one on the driver side pump panel and one on the officer side pump panel. A removable strainer shall be installed on each inlet.

DC-14-5300

PUMP SUCTION ENDS

The main pump suction inlets shall be furnished with a short suction end, terminating with only the suction threads protruding through the side panel to minimize the distance an exterior appliance protrudes beyond the pump panel.

DC-14-5560

A 6" NST chrome plated long handle pressure vented cap shall be installed on each main inlet of the pump.

DC-15-0450 10

FRONT SUCTION

A 6" N.S.T. front suction inlet shall be provided at the front of the vehicle, plumbed from the pump.

DC-15-1100

The front suction inlet shall be located above the right hand side of the front bumper extension gravel shield. The suction shall terminate with two (2) 90 degree sweep elbows to allow clearance for suction hose attachment.

DC-15-1560

The front suction pipe shall be equipped with a chrome 6" NSTM thread adapter.

DC-15-2370

The front inlet shall be plumbed utilizing 5", schedule 10 stainless steel piping, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to the front of the cab. A manual drain shall be provided ahead of the front wheel and a panel controlled drain shall be provided aft of the front wheel.

A minimum of two (2) grooved pipe couplings shall be furnished in this assembly to allow for flex and serviceability.

DC-15-4620

The front suction inlet shall be gated with a 5" Bray in-line, full flow butterfly valve, located in the pump compartment.

An Akron model 59 inlet relief valve shall be provided as part of the front suction plumbing, situated outboard of the rear suction gate valve.

DC-15-5710

The front suction valve shall be air operated with a control switch located on the operator's panel with function plate.

DC-15-8590

One (1) 6" NST chrome plated long handle vented cap(s) shall be installed on front suction.

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DC-20-0120 10

AUXILIARY SIDE SUCTION(S)

DC-20-1000 10

One (1) 2-1/2" auxiliary suction shall be provided at the driver side pump panel, to the rear of the main inlet. The 2-1/2" auxiliary suction shall terminate with a removable strainer, chrome plated 2-1/2" NST female swivel with a chrome plated plug and retaining chain.

DC-20-1100 10

An Akron Brass 2 1/2" Generation II Swing-Out™ Valve shall be provided for the driver's side rear auxiliary suction. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing devise. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-20-1200

A 1/4 turn swing control handle shall be provide on the driver side rear auxiliary suction valve

DC-20-9500

All side gated inlet valves shall be recess mounted behind the side pump panels or body panels.
(No Exceptions)

DC-25-1410 10

TANK TO PUMP

One (1) 3" tank to pump line shall be piped through the front bulkhead of the tank with a 90 degree elbow down into the tank sump. This line shall be plumbed directly into the rear of the pump suction manifold for maximum efficiency.

A check valve shall be provided to prevent accidental pressurization of the water tank through the pump connection. Connection from the valve to the tank shall be made by using a non-collapsible flexible rubber hose.

DC-25-3110 10

An Akron Brass 3" Generation II Swing-Out™ Valve shall be provided between the pump suction manifold and the water tank. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing devise. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-25-5110

A push/pull control handle shall be located on the operator's panel with function plate.

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DC-30-2100 10

TANK FILL

One (1) 2" gated full flow pump to tank refill line controlled at the pump panel shall be provided. A deflector shield inside the tank shall be furnished. Tank fill plumbing shall utilize 2" high pressure hose for tank connection to accommodate flexing between components. (NO EXCEPTIONS)

DC-30-2300 10

An Akron Brass 2" Generation II Swing-Out™ Valve shall be provided between the pump discharge manifold and the water tank. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing devise. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-30-6500

A push/pull control handle shall be located on the operator's panel with function plate.

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DC-34-0252

******* DISCHARGES & ACCESSORIES -SIDE MOUNT *******

DC-35-0010 10

DRIVER'S SIDE MAIN DISCHARGE #1

A discharge shall be provided and located at the driver's side pump panel. The driver's side discharges # 1 shall terminate with NST threads, through the left panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

DC-35-0110 10

An Akron Brass 2 1/2" Generation II Swing-Out™ Valve shall be provided for the driver's side #1 discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing devise. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-35-1810

The discharge valve shall be equipped with integral 2 1/2" NST, 30 degree, chrome plated elbow.

DC-35-2010

A 2 1/2 " NST chrome plated pressure vented cap shall be installed on driver's side #1 discharge.

DC-35-2420 10

The driver's side # 1 discharge valve shall be controlled by a rack and sector with push/pull handle located on the operator's panel.

DC-35-3110

The driver's side # 1 discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube-life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

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DC-39-0010 10

OFFICER'S SIDE MAIN DISCHARGE #1

A discharge shall be provided and located at the officer's side pump panel. The officer's side discharges #1 shall terminate with NST threads, through the officer's side panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

DC-39-0110 10

An Akron Brass 2 1/2" Generation II Swing-Out™ Valve shall be provided for the officer's side #1 discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing device. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-39-1815

The discharge valve shall be equipped with a straight 2 1/2" NST adapter that shall be equipped with a 2 1/2" NST, 30-degree, chrome plated elbow.

DC-39-2010

A 2 1/2" NST chrome plated pressure vented cap shall be installed on officer's side # 1 discharge.

DC-39-2460

The officer side # 1 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-39-3110

The officer's side # 1 discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

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DC-39-5010 10

OFFICER'S SIDE MAIN DISCHARGE #2

A discharge shall be provided and located at the officer's side pump panel. The officer's side discharges #2 shall terminate with NST threads, through the officer's side panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

DC-39-5120 10

An Akron Brass 3" Generation II Swing-Out™ Valve shall be provided for the officer's side #2 discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing device. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-39-6850

The discharge valve shall be equipped with a straight 3 1/2" NST adapter.

DC-39-7035

The officer's side #2 discharge cap provided as standard equipment shall be deleted.

DC-39-7295

A 3-1/2" NSTF X 5" Storz Kochek SKE-R 30° adapter with cap shall be provided on the officer's side #2 discharge.

DC-39-7460

The driver side rear discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-39-8110

The officer's side #2 discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

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DC-43-0405 10

DRIVER SIDE REAR DISCHARGE

A 2 1/2" NST rear discharge shall be provided at the rear of the vehicle, plumbed from the pump.

DC-43-0865

The rear discharge shall be plumbed through a pipe sleeve integrated into the water tank that shall terminate on the rear body panel, on the driver side of the body.

DC-43-0915

The driver side rear discharge pipe shall be equipped with a chrome 2 1/2" NSTM thread adapter.

DC-43-1015 10

The driver side rear discharge shall be plumbed utilizing 2 1/2" schedule 10 stainless steel piping, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to the rear of the vehicle.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

DC-43-1220 10

An Akron Brass 2 1/2" Generation II Swing-Out™ Valve shall be provided for the driver's side rear discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing device. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-43-1610 10

The driver side rear discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-43-2120

One (1) 2 1/2" NST chrome plated pressure vented cap(s) shall be installed at the driver side rear discharge.

DC-43-2510

The driver side rear discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

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**DC-45-0310 10
DECK GUN DISCHARGE**

A deck gun discharge shall be plumbed from the pump to an area on top of the vehicle. The deck gun piping shall be firmly supported and braced.

DC-45-0810

The deck gun discharge shall be located in the dunnage area above the pump module on the officer's side of the vehicle. A pedestal type, 1/4" steel plate support assembly shall be provided to stabilize deck gun plumbing below deck gun mount flange.

DC-45-0915

The deck gun discharge pipe shall terminate with 3" NPT threads.

DC-45-1005

The deck gun piping shall be designed so the overall height of the deck gun in the mounted/stowed position does not exceed the tallest point on the cab/body.

DC-45-1125 10

The deck gun discharge shall be plumbed utilizing 3" schedule 10 stainless steel piping, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to the deck gun location.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

DC-45-1230

An Akron Brass 3" Generation II Swing-Out™ Valve shall be provided for the deck gun discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing device. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-45-1610

The deck gun discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-45-2210

The deck gun discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

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DC-46-0400 10
FRONT DISCHARGE

A 1 1/2" front #1 discharge shall be plumbed to the front bumper of the vehicle.

DC-46-0910

The front #1 discharge shall terminate on the top center of the front bumper extension gravel shield with a chrome 1 1/2" NSTM chicksan swivel adapter.

DC-46-1010 10

The front #1 discharge shall be plumbed utilizing 2" schedule 10 stainless steel piping and/or flexible hose, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to the front of the vehicle.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability. Automatic discharge drains shall be provided at all low points in the plumbing.

DC-46-1210 10

An Akron Brass 2" Generation II Swing-Out™ Valve shall be provided for the front #1 discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing devise. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-46-1610 10

The front #1 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-46-2110

A 1 1/2" NST chrome plated pressure vented cap shall be installed the front #1 discharge.

DC-46-2210

The front #1 discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

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DC-47-0600 10

HORIZONTAL CROSSLAY #1

A crosslay hose bed shall be provided and plumbed from the pump in a transverse design, located above the pump enclosure for quick attack deployment. The crosslay hose bed flooring shall be designed to be removable, constructed from brushed finish, perforated aluminum material.

DC-47-1110

Crosslay #1 shall be designed to have a minimum total capacity of 3.5 cubic feet as required by NFPA -1901 to accommodate a minimum of 200 feet of 1-3/4" fire hose.

DC-47-1420

Crosslay #1 hose bed shall be designed to accommodate the fire hose in a single stack configuration.

DC-47-1510

The crosslay discharge shall terminate below the hosebed floor with a 1 1/2" NSTM chicksan swivel adapter. The crosslay hose bed floor shall be slotted to allow the swivel to extend up through the floor, allowing the pre-connected hose to be pulled off either side of the apparatus without kinking the hose at the coupling connection.

DC-47-2110 10

The crosslay #1 discharge shall be plumbed utilizing 2" schedule 10 stainless steel piping and/or flexible hose, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to crosslay hose bed.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

DC-47-2210 10

An Akron Brass 2" Generation II Swing-Out™ Valve shall be provided for the crosslay #1 discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing devise. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-47-2610 10

The crosslay #1 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-47-3210

The crosslay #1 discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

9073

5/9/13 FPR

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DC-47-5600 10
HORIZONTAL CROSSLAY #2**

A crosslay hose bed shall be provided and plumbed from the pump in a transverse design, located above the pump enclosure for quick attack deployment. The crosslay hose bed flooring shall be designed to be removable, constructed from brushed finish, perforated aluminum material.

DC-47-6110

Crosslay #2 shall be designed to have a minimum total capacity of 3.5 cubic feet as required by NFPA -1901 to accommodate a minimum of 200 feet of 1-3/4" fire hose.

DC-47-6420

Crosslay #2 hose bed shall be designed to accommodate the fire hose in a single stack configuration.

DC-47-6510

The crosslay discharge shall terminate below the hose bed floor with a 1 1/2" NSTM chicksan swivel adapter. The crosslay hose bed floor shall be slotted to allow the swivel to extend up through the floor, allowing the pre-connected hose to be pulled off either side of the apparatus without kinking the hose at the coupling connection.

DC-47-7110 10

The crosslay #2 discharge shall be plumbed utilizing 2" schedule 10 stainless steel piping and/or flexible hose, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to crosslay hose bed.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

DC-47-7210 10

An Akron Brass 2" Generation II Swing-Out™ Valve shall be provided for the crosslay #2 discharge. The valve shall be equipped with the Akron "Tork-Lok" feature. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. All stainless steel parts shall be 316 grade for increased resistance to corrosion. The valve shall be compatible with a slow closing devise. The valve shall be quickly adjustable to one of eight handle options and require only 90° travel.

The valve shall carry a 10 year manufacturer's warranty.

DC-47-7610 10

The crosslay #2 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-47-8210

The crosslay #2 discharge shall be equipped with a 2 1/2" diameter Noshok pressure gauge. The gauge shall have a rugged corrosion-free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauge shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauge shall have black graphics on a white background.

DC-50-6750

The crosslay hose bed floor will be approximately 42" above the side running board and no more than 66" above ground level.

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DC-50-7015

PUMP ENCLOSURE HOSEBED HOSE RETENTION

A vinyl cross lay cover shall be provided. It shall be securely fastened at the front with snaps and Velcro at the rear, with straps to secure each end flap.

DC-50-7030

The crosslay cover shall be red in color.

DC-60-0100 10

BOOSTER REEL #1 DISCHARGE

A 1 1/2" booster reel discharge shall be plumbed from the pump to the booster reel.

DC-60-1010 10

The booster reel discharge shall be plumbed from the valve to the hose reel utilizing 1" high pressure hose. The end of the hose connected to the hose reel shall be equipped with a swivel end for ease in hose replacement.

DC-60-1210 10

A 1 1/2" Akron, #8800 series, full flow, stainless steel ball valve shall be provided for the booster reel #1 discharge. The valve shall be equipped with the Akron "Tork-Lok" feature.

DC-60-1610 10

The booster reel discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DC-60-2290

No pressure gauge shall be provided for the booster reel.

DC-60-3110

BOOSTER REEL #1

One (1) painted steel electric rewind booster reel shall be furnished. The reel shall be equipped with a water lubricated; self flushing; bronze swivel joint and an adjustable brake for freewheeling, drag or full lock operation. Color shall be graphite.

DC-60-3235

The booster reel #1 shall be mounted in the lower rear step compartment, in a belly pan, to allow the reel to be mounted below the compartment floor as space allows.

DC-60-3425

Booster reel rewind shall be controlled by a push button on the rear body panel near the rear step compartment. The booster reel circuit shall be equipped with a shielded toggle switch to act as a booster reel disconnect to avoid accidental actuation of the booster reel rewind button.

DC-60-4560

Each booster reel shall be equipped with 200' of 1" booster hose in 100' sections. Each length shall be fitted with NST couplings.

DC-60-4920

A captive roller arrangement shall be provided around the perimeter of the rear opening of the hose reel storage area allowing hose to be pulled out in any direction.

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DC-70-1045 10

******* CONCENTRATE PIPING & FOAM SYSTEM *******

DC-70-1080

FOAM PIPING

All foam concentrate plumbing from the tank or auxiliary foam inlet to the foam system components shall be stainless steel.

The foam system piping shall incorporate a check valve to prevent water from entering the foam tank; the discharge piping shall also include a check valve to prevent foam solution from back feeding into the discharge side of the pump. Individual discharge piping shall be as specified for each discharge.

The complete foam system shall be tested in accordance with Chapter 17 of NFPA-1901.

DC-70-4960

WATEROUS AQUIS 2.5

The apparatus shall be equipped with an automatic microprocessor controlled, direct injection, discharge side foam proportioning system. The installed system shall be capable of accurately proportioning all commercially available Class A foam concentrates. The system shall be accurate over the specified operation range when installed according to the instructions contained in the factory supplied installation manual.

MICROPROCESSOR CONTROLLER

A 16-bit mixed signal microcontroller with 60 kB flash memory, 2 kB RAM and 12-bit analog to digital converter shall be utilized to receive input from the flowmeter, compare values and control the foam pump motor, providing accurate injection into the foam process manifold per the operator selected mix ratio. The controller and related electronics shall be located inside a sealed aluminum housing which is mounted to the motor/pump mounting base plate. All electrical components of the foam system shall be sealed to NEMA 4 X standards or equivalent, suitable for mounting inside the apparatus pump compartment.

OPERATOR INTERFACE TERMINAL

The system shall be equipped with an operator interface terminal (OIT) which shall be mounted on the pump operators' panel. The OIT shall enable the pump operator to perform the following functions for the foam system:

- Provide rotary dial control of foam proportioning rates from 0.1% to 1%, in infinite increments
- Calibrate flow rate
- Perform setup and calibrate functions for the microcontroller
- Flashes then displays a steady "low concentrate" warning when the foam concentrate tank runs low - system shuts off after two (2) minutes.
- Flash a "no concentrate" warning when the foam concentrate tank is empty
- Flash an "error" warning with associated code in the event of an electronic malfunction
- Provide a manual back-up mode, controlled by the operator
- Means shall be provided for pre-selection of measurement units: U.S. Gallons, Imperial Gallons or Liters

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REMOTE ACTIVATION

The system can be activated from an external 12 or 24-volt electrical source, such as a pump-in-gear circuit or engine ignition on, which can eliminate one step in the operation sequence. An optional remote start/stop control and cable is available.

FLOWMETER

A paddlewheel-type flowmeter shall be installed in the process manifold upstream of the foam injection point and shall be connected to the microcontroller. A 316 stainless steel paddlewheel with a carbide axle shall be utilized for improved accuracy and long life.

The flowmeter shall be a Standard 1.5" ID 400 GPM (1500 L/min) with an Optional 2" ID 500 GPM (1800 L/min) or 2.5" ID 750 GPM (2800 L/min) available.

FOAM PUMP

A 12 or 24-volt electric motor driven positive displacement triplex plunger foam pump is equipped with an aluminum crankcase, ball bearings, forged brass pump body and manifold, solid ceramic plungers, stainless steel check valves and position guides, Buna packing and preset thermal and pressure relief valves. Rated at 2.5 GPM (9.46 L/min) at 150 psi (10 BAR) and with operating pressures up to 450 psi (32 BAR), shall be installed in a suitable, serviceable location. The system shall draw a maximum electrical load of 40 amps @ 12 VDC or 21 amps @ 24 VDC. A pump motor electronic driver, located inside the controller housing shall receive signals from the microcontroller and power the 1/2 hp (.4 Kw) electric motor in a variable speed duty cycle to ensure that the correct amount of foam concentrate as set by the pump operator is injected into the water stream.

Accurate concentration proportioning can be achieved, based on the following water flows:

- 750 GPM water 0.2% concentration
- 500 GPM water 0.5% concentration
- 250 GPM water 1.0% concentration

CONTROL CABLES AND CONNECTORS

The cables for interconnection of the control unit, OIT, temperature sensors and flowmeter shall be electrically shielded to prevent radio frequency or electro-mechanical interference.

LOW TANK LEVEL SWITCH

A Waterous # 4190000 low tank level float switch shall be installed in each foam concentrate tank and connected to the control unit to alert the operator to low foam supply conditions.

FOAM SYSTEM SCHEMATIC

A Waterous # 0315315 placard shall be installed on the pump panel.

WATERWAY CHECK VALVE (OPTIONAL)

A full-flow brass body waterway check valve at the inlet end of the foam manifold waterway shall be provided to prevent foam contamination of the fire pump and water supply.

FOAM INJECT CHECK VALVE

A brass and stainless steel check valve shall be provided in the foam concentrate line at the foam injection point to prevent water backflow into the foam supply reservoir.

SYSTEM COMPONENTS

Components of the complete foam system supplied by Waterous shall include:

- Operator interface terminal (OIT)
- Pump module with electric motor/motor driver and microcontroller unit
- Foam concentrate strainer
- Shielded electrical cables for connection of all electronic components
- Foam inject check valve (Waterway check valve optional)
- WYE Strainer
- Low level tank switch
- Flowmeter and Tee - 2" ID (2.5" optional)
- System diagram and rating placards (per NFPA 1901) for pump panel mounting (optional)
- Installation, operation and service manuals

An installation and operation manual shall be provided for the unit along with a copy of the warranty policy. The system must be installed and serviced by an authorized Waterous OEM or service center.

Note: Multiple discharges plumbed to this system may affect performance if the flow rates are exceeded by any one discharge or the totality of multiple discharges at one time!

DC-70-5010

The discharge piping shall be equipped with a properly sized flowmeter sensor, based on the systems capabilities.

DC-70-5720

The foam system shall be plumbed to the following discharge/s through the discharge piping or manifold system:

DC-70-6110

Crosslay #1 discharge.

DC-70-6115

Crosslay #2 discharge.

DC-70-6145

Front discharge.

DC-70-9000

The foam proportioning system shall be supplied from the foam concentrate storage tank/s. The tank/s shall be constructed of materials compatible with foam concentrates being used in the system. Tank capacity, venting, fill opening and foam outlet plumbing connections shall be in accordance with NFPA requirements. Foam tank lid shall be sealed and latched in accordance with NFPA standards. If required a provision shall be made for installation of low tank level sensors and routing of the wiring for the sensors.

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DC-80-0000
FOAM CONCENTRATE

The foam system shall be capable of injecting the following foam concentrates:

- DC-80-0005
 - **No Class A foam selected.**

- DC-80-0205
 - **No Class B foam selected or Class B foam system present.**

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DD-65-0500

****** PUMP PANEL & ACCESSORIES *******

DD-65-0710 10

PUMP PANEL - SIDE MOUNT

The pump operator's control panel shall be located on the driver side of the apparatus. The pump enclosure side panels shall be completely removable and designed for easy access and servicing.

DD-65-4110

PUMP PANEL MATERIAL

The left side operator's panel, gauge panel, right side pump panel and right side access door shall be fabricated from 14-gauge 304L stainless steel with a #4, (150/180 grit), standard brushed finish.

DD-65-4710

HINGED GAUGE PANEL

A full width, vertically hinged gauge access panel shall be provided at the operator's position. Chrome plated positive locks shall be provided along with chain holders to prevent the front of the gauge panel from coming in contact with other panels when open.

DD-65-4810

VERTICALLY HINGED, SPLIT PUMP PANEL OFFICER SIDE

The officer's side pump panel shall be split, vertically hinged, to provide complete access to the pump and plumbing on the officer side of the pump enclosure. The panels shall be equipped with stainless steel hinges and secured with push type locks to hold the panels closed. The drains located on the officer's side panel shall be fastened to the lower panel, which shall be stationary.

DD-65-5150

PANEL FASTENERS

Stainless steel machine screws and lock washers shall be used to hold these panels in position. The panels shall be easily removable to provide complete access to the pump for major service.

DD-65-5510

CAPS AND ADAPTERS SAFETY TETHER

All applicable discharge and suction caps, plugs and adapters shall be equipped with chrome plated ball chain and secured to the vehicle.

DD-65-8820

PUMP PANEL TRIM PLATES

A high polished trim plate shall be provided around each discharge port and suction inlet opening to allow accessibility to the respective valve for service and repairs.

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DD-65-9000

DISCHARGE GAUGE TRIM BEZELS

Each individual discharge gauge shall be installed into a decorative chrome-plated mounting bezel that incorporates valve-identifying verbiage and color labels.

DD-65-9110

COLOR CODED IDENTIFICATION TAGS

Color coded identification tags shall be provided for all gauges, controls, connections, switches, inlets and outlets.

DD-66-0200

PUMP OPERATOR'S PANEL LIGHT SHIELD AND STEP

The pump operator's panel shall be equipped with a light shield/step that shall be full width of the control panel, and shall be positioned to cover the lights and prevent glare. The light shield shall be fabricated from aluminum tread plate, which shall also serve as a step. The step shall be a minimum of 8" deep X the width of the pump panel.

The light shield shall be equipped with the following lights:

DD-66-0240

- Four (4) Fire Research, Firefly, LED lights.

One (1) light under the operator's panel light shield shall be actuated when fire pump is engaged in addition to the pump engaged light.

DD-66-2300

OFFICER SIDE PUMP PANEL LIGHT SHIELD AND STEP

The officer side pump panel shall be equipped with a light shield/step that shall be full width of the panel, and shall be positioned to cover the lights and prevent glare. The light shield shall be fabricated from aluminum tread plate, which shall also serve as a step. The step shall be a minimum of 8" deep X the width of the pump panel.

The light shield shall be equipped with the following lights:

DD-66-2345

- Four (4) Fire Research, Firefly, LED lights.

The lights shall be switched with the operator panel lights.

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**DD-70-0410 10
PUMP OPERATOR'S PANEL**

Particular attention is to be given to functional arrangement of all controls. The pump operator's panel shall accommodate the following:

- Hinged gauge panel
- Water tank fill valve
- Auxiliary suction valve control
- All discharge valve controls
- Auxiliary engine cooler controls
- Water tank suction control valve
- Pump primer valve
- Engine throttle control
- Master compound vacuum gauge
- Master pressure gauge
- Individual discharge gauges
- Pump shift engaged indicator light
- Water tank water level indicator
- Engine tachometer
- Engine oil pressure gauge with audible alarm
- Engine water temperature gauge with audible alarm
- Low voltage light and audible alarm
- Pump panel light switch
- Speed counter (Underwriters)
- Pump performance plate (Underwriters)
- Pump serial No. plate
- Master pump drain valve
- Individual drains
- Voltmeter
- Air inlet/outlet at lower driver side panel

DD-70-2335

- Fire Research #TGA400 "IN CONTROL" pressure governor control.

DD-70-2410

PUMP TEST PORTS

The pump panel shall be equipped with Vacuum & Pressure test plugs to allow for test equipment to monitor pump pressure and vacuum levels. Chrome plugs and labels shall be provided for the test ports.

DD-70-4690

DELETE PRESSURE & COMPOUND GAUGE RANGES

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DD-70-4900
ENGINE COOLER

An auxiliary cooler or heat exchanger shall be installed in the engine compartment between the engine and the chassis radiator. The cooler shall permit the use of water from the pump for cooling system. The cooling shall be done without mixing engine and pump water.

DD-72-0210
TANK LEVEL GAUGE

An Innovative Controls model #3030358, Ultra-Bright LED water level monitor shall be provided on the pump operator's panel. The level gauge shall contain ten (10) high intensity LED's on the display in a vertical pattern allowing the full, 3/4, 1/2, 1/4 and refill levels to be easily distinguished at a glance. The display shall use a two-dimensional, two-element lens to refract the light from the LED's to provide full 180° visibility for the level indications.

DD-72-1100
The gauge shall use a pressure transducer installed near the bottom of the water tank to determine the correct volume in the tank.

DD-74-0210
FOAM TANK LEVEL GAUGE - FOAM TANK "A"

An Innovative Controls model #3030393-01, Ultra-Bright LED foam level monitor shall be provided on the pump operator's panel. The level gauge shall contain ten (10) high intensity LED's on the display in a vertical pattern allowing the full, 3/4, 1/2, 1/4 and refill levels to be easily distinguished at a glance. The display shall use a two-dimensional, two-element lens to refract the light from the LED's to provide full 180° visibility for the level indications.

DD-74-1100
The gauge shall use a pressure transducer installed near the bottom of the foam tank to determine the correct volume in the tank.

DE-15-0750 10
WATER TANK

The water tank shall have a capacity of 750 gallons, constructed from Poly material.

DE-15-5020
FOAM TANK "A"

In addition to the water capacity of the tank, a 20 gallon integral foam storage area shall be built into the water tank. The foam tank shall have a latched fill tower, properly labeled as the foam fill point. A valved drain shall be provided.

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DE-16-1000

TANK CONSTRUCTION

The Poly water tank shall be constructed of PT3 polypropylene material. This material shall be a non-corrosive stress relieved thermoplastic and UV stabilized for maximum protection. Tank shell thickness may vary depending on the application and may range from 1/2 to 1" as required. Internal baffles are generally 3/8" in thickness.

The tank shall be of a specific configuration and is so designed to be completely independent of the body and compartments. Joints and seams shall be fused using nitrogen gas as required and tested for maximum strength and integrity. The tank construction shall include PolyProSeal technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise. The top of the booster tank is fitted with removable lifting assembly designed to facilitate tank removal. The transverse and longitudinal swash partitions shall be manufactured of a minimum of 3/8" PT3 polypropylene. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions interlock with one another and are completely fused to each other as well as to the walls of the tank. All partitions and spacing shall comply with NFPA 1901. The walls shall be welded to the floor of the tank providing maximum strength as part of the tank's unique Full Floor Design. Tolerances in design allow for a maximum variation of 1/8" on all dimensions.

CAPACITY CERTIFICATION

All tanks shall be tested and certified as to capacity on a calibrated and certified tilting scale. Each tank shall be weighed empty and full to provide precise fluid capacity. Each Poly-Tank's III is delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight.

TANKNOLOGY TAG

A tag shall be installed on the apparatus in a convenient location and contain pertinent information including a QR code readable by commercially available smart phones. The information contained on the tag shall include the capacity of the water and foam (s), the maximum fill and pressure rates, the serial number of the tank, the date of manufacture, the tank manufacturer, and contact information. The QR code will allow the user to connect with the tank manufacturer for additional information and assistance.

ISO CERTIFICATION

The tank must be designed and fabricated by a tank manufacturer that is ISO 9001:2000 certified in each of its locations. The ISO certification must be to the current standard in effect at the time of the design and fabrication of the tank.

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DE-16-2000

TANK LID

The tank cover shall be constructed of 1/2" thick PT3 polypropylene and UV stabilized, to incorporate a multi-piece locking design, which allows for individual removal and inspection if necessary. The tank cover(s) shall be flush or recessed 3/8" from the top of the tank and shall be fused to the tank walls and longitudinal partitions for maximum integrity. Each one of the covers shall have hold downs consisting of 2" minimum polypropylene dowels spaced a maximum of 40" apart. These dowels shall extend through the covers and will assist in keeping the covers rigid under fast filling conditions. A minimum of two lifting dowers shall accommodate the necessary lifting hardware.

DE-16-2100

TANK FILL TOWER

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" PT3 polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The fill tower shall be blue in color indicating that it is a water-only fill tower. The tower shall be located in the left front corner of the tank unless otherwise specified by the tank manufacturer to the purchaser. The tower shall have a 1/4" thick removable polypropylene screen and a PT3 polypropylene hinged cover. The capacity of the tank shall be engraved on the top of the fill tower lid. Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of that is designed to run through the tank, and shall be piped to discharge water behind the rear wheels as required in NFPA 1901 so as to not interfere with rear tire traction.

DE-16-3000

OVERFLOW AND VENT PIPE

The fill tower shall be fitted with an integral 4" I.D. schedule 40 P.V.C. combination overflow/vent pipe running from the fill tower through the tank to a 4" coupling flush mounted into the bottom of the tank to allow water to overflow behind the chassis rear axle.

DE-16-4000

TANK SUMP

The tank sump shall be a minimum of 10" wide x 10" long x 3" deep. An anti-swirl plate shall be mounted inside the sump, approximately 1" above the bottom of the sump.

DE-16-5000

TANK SUMP CONNECTION

The front bulkhead of the water tank shall be fitted with one (1) tank sump.

DE-16-5100

A 3" drain plug shall be provided.

DE-16-6000

OUTLETS

There shall be two (2) standard tank outlets; one for tank-to-pump suction line which shall be a minimum of 4" coupling and one for a tank fill line which shall be a minimum of a 2" N.P.T. coupling. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank.

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DE-16-7000

WATER TANK MOUNTING

The tank shall rest on the body cross members spaced a maximum of 22" apart, and shall be insulated from these cross members with a minimum of 3/8" nylon webbing or 1/2" rubber, 2-1/2" wide. The tank shall sit cradle-mounted using four (4) corner angles of 6 x 6 x 4 x 0.250 welded directly to the body cross members. The angles shall keep the tank from shifting left to right or front to rear. The tank is designed on the free-floating suspension principle and shall not require the use of hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure. The body or hose bed cross braces shall act as water tank retainers.

DE-19-7000

LOW HOSEBED TANK MODIFICATION

The water tank shall be an L-shaped (or Hi-Low) style water tank which shall provide a lowered rear hosebed height.

The forward (Hi) section of the tank shall be the taller section of the tank, the area above this section of the tank shall be enclosed by an aluminum treadplate floor (in place of the standard hosebed flooring). The depth of this forward area shall vary based on tank and body size, but in general this area will be shallow.

The rearward (Low) section of the tank shall be the shorter section of the tank. This section of the tank shall be a minimum of 8" tall per the tank manufacturer. The exact height of this section shall be determined by the tank capacity and body length.

The back section of the upper tank shall be enclosed by a sheet of smooth aluminum which will form the front wall of the lowered hosebed area.

JA-00-0570

APPARATUS BODY DESIGN CONSTRUCTION

The body side and compartment assemblies shall be designed and assembled to provide maximum strength and durability under all operating conditions.

Special attention shall be taken to minimize corrosion on all fabricated parts and structural members of the body. All bolt-on components shall be provided with a dissimilar metals isolation barrier to prevent electric corrosion. The body design shall also incorporate removable panels to access rear body mounts and fuel tank sending units.

The body shall be completely isolated from the cab and pump module structure.

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JA-10-0530

BODY AND COMPARTMENT FABRICATION - 3/16" ALUMINUM

All compartment panels and body side sheets shall be entirely 3/16" aluminum (5052-H32). Each side compartment assembly shall be both plug welded and stitch welded to ensure proper weld penetration on all panels while avoiding the possible warping caused by a full seam weld. The side compartments shall be welded on a fixture to ensure true body dimensions of all door openings. The side compartments and body side panels are then set into a body squaring fixture where the super structure is installed and the entire body is aligned to be completely symmetrical. The super structure is then welded to the compartment side panels and reinforcement plates are inserted which allows the compartment panels to become an integral component of the body support structure. A full seam weld shall not be used due to the applied heat which shall distort sheet metal and remove the protective coating from the perimeter of the welded area. All seams shall be caulked prior to finish paint to ensure proper compartment seal.

JA-20-5010

SUPER STRUCTURE - ALUMINUM

The body super structure shall be an all welded configuration utilizing a combination of 3" x 1-1/2" 6061-T6 thick walled structural tubing and 6061 structural channel.

This structure shall be designed to totally support the full length and width of the body and shall be welded to the body side compartments by use of reinforcement plates to incorporate the compartments into an integral part of the body weldment.

The super structure shall be bolted to the sides of the chassis frame at four (4) points.

STEPPING, STANDING, & WALKING SURFACES

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards. Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be ALCOA No Slip type. Upon request by the Purchaser, the manufacturer shall supply proof of compliance with this requirement.

All vertical surfaces on the body, which incorporate aluminum tread plate material, will utilize the same material pattern to provide a consistent overall appearance.

JM-22-0020

DRIVER'S SIDE COMPARTMENTATION

One (1) full height/split depth compartment, with a rollup door, shall be provided forward of the rear wheels. Compartment dimensions 68" high x 39" wide x 29" deep in the lower 30" high area, 14" deep in the upper 38" high area, with a door opening of 64" high x 36" wide.

One (1) high side compartment, with a rollup door, shall be provided above the rear wheels. Compartment dimensions 36" high x 64" wide by 14" deep, with a door opening of 33-1/2" high by 58" wide.

One (1) full height/split depth compartment, with a rollup door, shall be provided behind the rear wheels. Compartment dimensions 68" high x 49" wide x 29" deep in the lower 30" high area, 14" deep in the upper 38" high area, with a door opening of 64" high x 46" wide.

OFFICER'S SIDE COMPARTMENTATION

One (1) full height/split depth compartment, with a rollup door, shall be provided forward of the rear wheels. Compartment dimensions 68" high x 39" wide x 29" deep in the lower 30" high area, 14" deep in the upper 38" high area, with a door opening of 64" high x 36" wide.

One (1) high side compartment, with a rollup door, shall be provided above the rear wheels. Compartment dimensions 36" high x 64" wide by 14" deep, with a door opening of 33-1/2" high by 58" wide.

One (1) full height/split depth compartment, with a rollup door, shall be provided behind the rear wheels. Compartment dimensions 68" high x 49" wide x 29" deep in the lower 30" high area, 14" deep in the upper 38" high area, with a door opening of 64" high x 46" wide.

TF-10-1100

ROLL-UP DOORS

Roll-up doors shall be provided on all compartments. The roll-up doors shall be constructed from aluminum extruded slats which shall have a flexible seal between each slat for proper sealing of the door.

A synthetic rubber seal shall be provided at each side, top and bottom edge of the door to prevent entry of dirt into the compartment.

The door shall be equipped with a lift bar style latch mechanism which shall latch at the bottom of the door mounting extrusion.

The roll-up door assembly shall be furnished with a spring-loaded, counter balance assembly to assist in door actuation.

All running board and high side compartments shall be equipped with roll-up doors.

TF-10-1605

AMDOR ROLL-UP DOORS

The roll-up doors shall be Amdor brand roll-up doors, equipped with a satin finish, with a dual durometer slat seal. The slats shall be made from 1" double-wall aluminum with a continuous ball and socket hinge joint. The interior of the door shall use a smooth interior door curtain to prevent equipment hang-ups. The bottom panel flange shall have a stainless steel lift bar latching system with cut-outs for ease of access with gloved hands.

TF-10-6005

SWEEP-OUT COMPARTMENT FLOORS

Compartment floors shall be welded to the compartment walls and have a sweep out design for easy cleaning.

Compartments with hinged doors shall have the door opening flanges bend down to produce the sweep-out design.

Compartments with roll-up style doors shall have the external floor flange stepped down, 1/2" high x 2" deep, to produce a sealing surface for the roll-up doors below the compartment floor. The sweep out design shall also permit easy cleaning.

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TF-11-0610

COATED FASTENERS

All exterior fasteners shall be coated stainless steel screws. Screw threads shall be coated with reusable, self-locking, sealing material to provide vibration resistance. Screw heads shall be coated with a sealing element to prevent galvanic corrosion between dissimilar metals. Non-coated screws shall only be provided as part of vendor supplied component installations.

TF-11-0622

COMPARTMENT LOUVERS

Ventilation between compartments to atmosphere shall be provided and located to avoid water entry into compartments.

TF-11-0640

ACCESS PANELS

Removable access panels shall be provided to access fuel tank sender, electrical junction compartment and rear body mounts.

Protective panels shall be located in the rear compartments providing access to the lights and associated wiring. The covers shall also serve as protective covers to prevent inadvertent damage to lights or wiring from tools or equipment located in the compartment.

TF-11-0900

BODY PROTECTION PANELS

The front face of the side compartments, next to the driver and officer pump panels shall be overlaid with full height aluminum tread plate protection panels. The overlays shall cover the front face of the compartments only, they shall not wrap around to the door opening.

TF-11-1530

REAR BODY PANEL

The rear body panel shall extend the full width between the side compartments. This panel shall be full height from the rear step compartment to the hose bed floor. The panel shall be bolted on and removable, with no part of the rear panel attached to the booster tank. The rear body panel material shall be aluminum treadplate as standard. If Chevron striping is specified for the rear of the body then smooth aluminum shall be utilized.

TF-11-2015

REAR STANCHIONS - CAST ALUMINUM

Two (2) Cast Products model #LB0029-1, polished stanchion brackets with wiring protectors, shall be provided at the rear of the body for upper rear warning light mounting, one (1) each side. These brackets shall be bolted to the sides of the body to minimize rear vehicle height.

TF-11-3045

BODY RUB RAILS

Sacrificial C-Channel style rub rails shall be mounted at the base of the body, extend outward from the body. The rub rails shall extend the full length of the main body. Rub rails shall be designed to bolt to the body from the bottom side of the compartment area, so as not to damage the body side panels on initial impact and to provide for ease of replacement.

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TF-12-1005

RUNNING BOARD STEPS

The driver and officer running board steps shall be fabricated of 3/16" polished aluminum tread plate. The outside edge on each step shall be fabricated with a double break, return flange. The steps shall be rigidly reinforced with a heavy duty support structure. The running boards shall not form any part of the compartment design, and shall be bolted into place with a minimum 1/2" clearance gap between any panel to facilitate water runoff.

TF-12-3815

REAR STEP

The rear step shall be fabricated from 3/16" polished aluminum tread plate, and shall be rigidly reinforced. The rear step shall extend 12" past the rear edge of the body, and shall be 100" wide, with tapered corners.

The rear edge of the step shall be designed to accommodate the rear clearance lights, recessed for protection in the step reinforcement channel. The step treadplate overlay shall be bolted to the step frame for ease of replacement.

TF-13-5190

GRAB RAILS

All hand rails shall be 1-1/4" outer diameter, knurled bright anodized aluminum extrusion, designed to meet NFPA 1901 requirements.

Molded gaskets shall be installed between the handrail stanchion castings and body surfaces to prevent electrolytic reaction between dissimilar metals and to protect paint.

GRAB RAIL LOCATIONS:

TF-13-5200

Two (2) vertical rails shall be mounted on the rear edge of the beavertails, one (1) each side.

TF-13-5210

One (1) horizontal, full width handrail shall be installed on the rear, below the level of the hose bed.

TF-13-5230

A full width rail shall be mounted between the rear warning light support brackets.

TF-13-5260

Two (2) vertical handrails shall be mounted above each pump panel, (1) each side.

TF-13-6140

FOLDING STEPS - FRONT OF BODY

Six (6) Cast Products model SP4401-1-CH-A-BL LED lighted large folding steps with RG0005 gasket, with a textured chrome plate finish, minimum of 42 in² surface, conforming to NFPA-1901 requirements, shall be provided on the front face of the running board compartments, above running board steps, three (3) each side. Each step shall have an LED light at the top and bottom of each step to illuminate the stepping areas. The steps shall be mounted to accommodate access to the body hose bed area with a maximum of 18" height between each step.

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TF-13-7230

FOLDING STEPS-REAR OF BODY

Two (2) Cast Products model SP4401-1-CH-A-BL LED lighted large folding steps with RG0005 gasket, with a textured chrome plate finish, minimum of 42 in² surface, conforming to NFPA-1901 requirements, shall be provided on the rear of the body, one (1) each side. The steps shall be mounted to accommodate access to the body hosebed area with a maximum of 18" height between each step. Each step shall have an LED light at the top and bottom of each step to illuminate the stepping areas.

TF-13-9000

SAFETY SIGN(S) AT REAR STEP AND CROSS WALKWAY(S)

Safety sign(s) shall be located on the vehicle at the rear step, and at any cross walkway(s), to warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

TF-14-2100

REAR WHEEL WELL LINERS

Fully removable, one piece, bolt-in, aluminum rear wheel well liner and fenderette will be provided. The wheel well liners will be natural metal finish and will protect the front and rear compartments and main body supports from damage. Wheel well liners and fenderettes which are welded in place or are only partially removable shall not be considered.

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TF-14-4000

***** BODY FENDER STORAGE COMPARTMENTS *****

TF-14-4005

DRIVER FRONT FENDER STORAGE

A storage compartment shall be inserted into the front driver side body fender. The compartment shall be sized large enough to store three (3) SCBA cylinders or fire extinguishers, with a maximum length of 26". The compartment shall have a non-abrasive lined floor area for the three (3) devices. The compartment shall be enclosed by a door painted to match the primary body color, with a single point latch and hinge. This compartment shall be tied into the "Do Not Move Apparatus" warning system.

TF-14-4015

OFFICER FRONT FENDER STORAGE

A storage compartment shall be inserted into the front officer side body fender. The compartment shall be sized large enough to store three (3) SCBA cylinders or fire extinguishers, with a maximum length of 26". The compartment shall have a non-abrasive floor area for the three (3) devices. The compartment shall be enclosed by a door painted to match the primary body color, with a single point latch and hinge. This compartment shall be tied into the compartment door ajar/do not move apparatus warning system.

TF-14-4055

DRIVER REAR FENDER STORAGE

A storage compartment shall be inserted into the rear driver side body fender. The compartment shall be an open storage area, sized as tall and wide as possible and a minimum of 26" deep. The compartment shall be enclosed by a door painted to match the primary body color, with a single point latch and hinge. This compartment shall be tied into the compartment door ajar/do not move apparatus warning system.

This compartment shall be capable of storing various devices including wheel chocks, salvage tarps, rope bags, etc. Note: This compartment size may change based on commercial or custom chassis configuration due to fuel fill location.

TF-14-4065

OFFICER REAR FENDER STORAGE

A storage compartment shall be inserted into the rear officer side body fender. The compartment shall be an open storage area, sized as tall and wide as possible and a minimum of 26" deep. The compartment shall be enclosed by a door painted to match the primary body color, with a single point latch and hinge. This compartment shall be tied into the compartment door ajar/do not move apparatus warning system.

This compartment shall be capable of storing various devices including wheel chocks, salvage tarps, rope bags, etc.

TF-14-5000

REAR MUD FLAPS

Heavy duty mud flaps shall be provided behind the rear wheels.

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TF-14-6510

REAR TOW EYES

Two (2) painted tow eyes shall be furnished on the rear of the vehicle. The tow eyes shall be made from plate steel and shall be bolted directly to the chassis frame rails with grade 8 bolts and shall extend below the body. The tow eyes shall be smooth and free from sharp edges, and have a minimum eyelet hole of 2-1/2". The tow eyes shall be painted.

TF-15-1700

HOSE BED

The hose bed shall be located directly above the booster tank and shall be free from all sharp objects such as bolts, nuts, etc., to avoid damage to fire hose.

The hose bed shall be a split style bed with a rear lowered section and a forward raised section. The center rear lower hosebed area shall be 84" long, 37-1/2" wide, and a **maximum** of 20-3/4" above the rear tailboard. The driver side lower hosebed area shall be 84" long, 14-3/4" wide, and a **maximum** of 33-1/2" above the tailboard.

The hose bed shall provide approximately 193 cubic feet of hose storage area for 2 1/2" or larger fire hose, exceeding NFPA 1901 minimum pumper hose storage requirements.

The apparatus weight analysis will be based on 800' of 2 1/2" hose unless otherwise specified. If the hose load to be carried exceeds this minimum, the purchaser must advise the manufacturer prior to contract so adequate chassis carrying capacity can be provided.

For added strength, rigidity and appearance, the hose bed side walls shall have the top edge flanged outward two (2) inches and downward one (1) inch. In a similar fashion, the top edge of the front wall shall be flanged inward two (2) inches and downward one (1) inch.

TF-15-1910

HOSE BED FLOORING

Flooring to be constructed from extruded aluminum and be properly spaced for ventilation. The flooring shall be smooth and free from sharp edges to avoid hose damage. The hose bed floor shall be removable to provide access to inner body framework.

TF-15-2800

HOSE BED PARTITIONS

Two (2) fully adjustable 3/16", brushed finish, aluminum hose bed partitions shall be provided. Partitions shall be easily adjustable by means of Unistrut channels located at the front and rear of the hose bed. Partitions shall be removable for access to the booster tank.

TF-15-3170

VINYL FLAPS

Two (2) vinyl flaps at the rear of the tread plate hose bed cover. They shall be secured to the hose bed cover with quarter turn fasteners and to the rear body with bungee cords.

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TF-15-3185

HOSE BED COVER, ALUMINUM TREAD PLATE ROLLING/LIFT UP COVER

The top of the hosebed shall have an NFPA compliant cover installed to secure the hose from unintentionally deploying out the top or rear of the hosebed. The cover shall be a polished aluminum tread plate combination roller/lift-up style cover. The cover shall be capable of supporting 250 lbs at any single point on the cover. The rear half of the cover shall roll back over the forward half of the cover on channel tracks and sealed ball bearing nylon coated rollers. When rolled open, the entire cover shall be capable of being lifted up on a stainless steel piano hinge installed across the front of the body. The cover shall raise to no less than 60 degrees for loading hose.

The cover shall lock in the closed position. When unlocked, the roller portion of the cover shall be capable of rolling forward and locking into the open rolled position. The lift portion shall be assisted and supported by positive locking gas charged struts on each side of the cover.

Handles shall be installed on the end of the cover to assist with rolling and lifting.

Switches shall be installed on each side of the cover to indicate when the cover is open which shall activate the "Do Not Move Apparatus" warning in the cab.

An individual hinged access door shall be provided over the water tank fill tower area. This door shall be hinged at the front to prevent the door from opening while the apparatus is in motion. The door shall not be latched to allow the door to pop open in the event of tank over pressurization.

TF-15-3190

The Hypalon material shall be red in color.

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TJ-00-0160

****** COMPARTMENT ACCESSORIES ******

TJ-04-1030

HALF DEPTH ADJUSTABLE SHELVING

Compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports. Shelving shall be vertically adjustable with spring nuts in aluminum strut channel.

Half depth adjustable shelves shall be located as follows:

TJ-04-3055

One (1) in the driver side front compartment

TJ-04-3060

One (1) in the officer side front compartment

TJ-04-3065

One (1) in the driver side rear compartment

TJ-04-3070

One (1) in the officer side rear compartment

TJ-10-1030

SLIDE OUT FLOOR MOUNT SHELVING

Slide out floor mount compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports attached to #250 rated slides. Slide out floor mount shelving shall have gas shocks to hold the tray in and out.

Slide out floor mount shelving shall be provided as follows:

TJ-10-1125

One (1) in the driver side front compartment

TJ-10-1140

One (1) in the officer side rear compartment

TJ-80-1030

DRI-DEK

Dri-Dek brand floor material shall be installed on all compartment floors. The Dri-Dek shall be custom installed to provide full floor coverage.

TJ-80-1100

Floor matting material shall be provided on four (4) specified shelf(s) or roll-out tray(s).

TJ-80-2000

The compartment flooring color shall be black.

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TN-00-9500
LADDER STORAGE

The ground ladders shall be stored vertically next to the water tank, behind the side body compartments, on the officer side of the apparatus.

TN-01-2050
GROUND LADDERS

The following Alco-Lite ground ladder compliment shall be provided:

- TN-02-1170
- One (1) Alco-Lite model PEL-24; 24', aluminum, two (2) section extension ladder shall be provided.
- TN-02-2515
- One (1) Alco-Lite model PRL-14; 14', aluminum, straight roof ladder with folding hooks shall be provided.
- TN-02-8010
- One (1) Alco-Lite model FL-10; 10', folding, aluminum, attic ladder shall be provided.

TN-15-0525
SUCTION HOSE STORAGE

The suction hoses shall be located on the body side panels, one (1) on the officer side and one (1) on the driver side of the apparatus.

TN-15-1005
HOSE TROUGHS

Two (2) polished, extruded aluminum adjustable hose troughs shall be provided to accommodate the suction hoses. Two (2) Velcro hose holders shall be furnished on each trough.

TN-15-2235
SUCTION HOSE

Two (2) 10 foot sections of six (6) inch PVC lightweight suction hose shall be furnished (Kocheck or Firequip Maxi-Flex). Suction hose shall be for suction only and not to be used on pressurized hydrants or for relay pumping. Couplings shall include a long handle, female swivel on one end and a rocker lug male on the other end. All threads shall be six (6) inch N.S.T.

TN-15-3500
NOTE: All PVC suction hoses are strictly drafting hoses and must not be used on hydrants or in pressure applications, as serious personal injury or death may occur.

TN-16-0015
STRAINER

One (1) 6" NST barrel type strainer(s) shall be provided to attach to the suction hose. A compartment mounting bracket shall also be provided to store the strainer(s) when not in use.

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TN-16-2000

EQUIPMENT CLARIFICATION

The NFPA-1901 recommended double female hydrant adapter shall not be provided by the apparatus manufacturer.

TN-20-0005

ADDITIONAL ITEMS SUPPLIED WITH THE VEHICLE

- 1 - Pint of touch up paint for each color
- 1 - Bag of assorted stainless steel nuts and bolts

TN-20-0600

LOOSE EQUIPMENT

The following items shall be provided and shipped loose with the completed apparatus at the time of delivery:

TN-35-1015

WHEEL CHOCKS

Two (2) ZICO #SAC-44 folding wheel chocks shall be mounted forward of the rear wheels on the driver side below the side running board compartments.

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UA-00-0000

****** PAINT SECTION ******

UA-00-1100

PAINT, PREPARATION AND FINISH

The PPG Delta, Low V.O.C., polyurethane finishing system, or equal, shall be utilized. A "Clear Coat" paint finish shall be supplied to provide greater protection to the quality of the exterior paint finish.

All removable items, such as brackets, compartment doors, etc. shall be painted separately to insure finish paint behind mounted items. All compartment unwelded seams exposed to high moisture environments shall be sealed using permanent pliable caulking prior to finish paint.

UA-00-1270 10

BODY PRIMER & PREPARATION

All exposed welds shall be ground smooth for final finishing of areas to be painted. The compartments and doors are totally degreased and phosphatized. After final body work is completed, grinding (36 and 80 grit), and finish sanding shall be used in preparation for priming.

UA-00-1470

BODY FINISH PAINT

The body shall be finish sanded and prepared for final paint. Upon completion of final preparation, the body shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

UA-00-2755 10

The entire body shall be buffed and detailed.

UA-03-0250

BODY PAINT

The inside and underside of the complete body assembly shall be painted job color prior to installation of the body on the chassis or torque box. The body paint finish will be PPG Delta System in a single color, to match customer furnished paint codes and requirements.

UA-03-0650

COMPARTMENT PAINT

The interior of the body compartments shall be painted with Line-X material.

UA-03-0685

The Line-X coating shall be light gray in color.

UA-03-0950

BODY PAINT

The body paint finish shall be PPG Delta System in a single color, to match customer furnished paint codes and requirements.

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UA-03-2220

PUMP / PIPING PAINT

The pump enclosure and pump/plumbing within the pump enclosure shall be painted job color to match the primary color of the body.

UA-05-0050

CAB PRIMER & PREPARATION

The cab primer shall be a two (2) stage process. First stage shall be a coating with a two part component, self etching, and corrosion resistant primer to chemically bond the surface of the metal for increased adhesion. Second stage shall be multiple coats of a catalyzed, two component, polyurethane primer applied for leveling of small imperfections and top coat sealing.

UA-05-0070

CAB FINISH PAINT

The entire cab shall be finish sanded and prepared for final paint. Upon completion of final preparation, the cab shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

UA-05-0200

The cab exterior shall be painted with PPG Delta system to match purchaser's furnished paint codes. A two-tone paint finish shall be provided with the two-tone break line located approximately 3" below the cab side windows.

UA-05-0350

The entire exterior finish of the cab shall be buffed and detailed.

UA-05-0371

CAB INTERIOR PAINT

The interior metal surfaces of the cab shall be painted using dark gray Line-X material.

UA-05-0405

CHASSIS PAINT

The chassis frame rails, running gear, pump and plumbing shall be painted with Polyurethane paint to match the body color code prior to the installation of any air lines or electrical system to ensure serviceability.

UA-05-0500

WHEEL PAINT

The chassis wheels, (except aluminum wheels) shall be painted job color with silver trim around the perimeter.

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S UA-06-2120

PAINT CODES

The paint shall match customer furnished paint code(s) and layout. The paint code(s) shall be as indicated below:

- **PRIMARY PAINT COLOR**

Single Color: *Red* *Paint Code#* 71528

- **SECONDARY PAINT COLOR**

Two/Tone Color: *White* *Paint code#* 8000

UA-06-2200

TOUCH-UP PAINT

One (1) pint of each exterior color paint for touch-up purposes shall be supplied when the apparatus is delivered to the end user.

UA-06-2535 10

FINALIZATION & DETAILING

Prior to delivery the vehicle, the interior and exterior be cleaned and detailed. The finalization process detailing shall include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc.

UA-06-2850

RUST PROOFING

The entire unit shall be thoroughly rust proofed utilizing rustproof and sound deadening materials applied in manufacturer recommended application procedures. Rust proofing shall be applied during the assembly process and upon completion to insure proper coverage in all critical areas.

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UA-10-0300

****** LETTERING AND STRIPING ******

UA-12-0100

COMPUTER GENERATED LETTERING

The lettering and striping shall be custom designed utilizing state of the art computer software and computerized cutting machines. The manufacturer shall employ a full time artist / designer to generate all lettering, decals, and striping to meet the requirements of the Fire Department. The artwork for the lettering and striping shall be kept on record by the apparatus manufacturer to allow for ease in duplication for the Fire Department.

UA-13-0100

LETTERING FONT

The lettering shall be designed and cut with a basic block type font:

"BLOCK TYPE FONT"

UA-50-0500

****** NFPA REQUIRED SCOTCH-LITE STRIPING ******

UA-50-0510

SCOTCH-LITE STRIPE

A four (4) inch high "Scotch-Lite" stripe shall be provided. The stripe shall be applied on a minimum of 60 percent of each side of the unit, 60 percent on the rear of the unit and 40 percent on the front of the unit. The Scotch-Lite stripe layout shall be determined by the Fire Department.

UA-58-5100

The Scotch-Lite shall be white in color.

UA-60-0210

A four (4) inch simple "Z" effect shall be incorporated into the Scotch-Lite scheme on the body. Final layout of this configuration shall be determined by the Fire Department.

UA-60-0540

SCOTCH-LITE ACCENT STRIPE

A 2" high Scotch-Lite material accent stripe shall be incorporated into the Scotch-Lite scheme to border the primary Scotch-Lite stripe. Final layout of this configuration shall be determined by the Fire Department.

UA-80-6000

REAR CHEVRON STRIPING

UA-80-6001

The entire rear of the truck shall be covered with alternating strips of reflective striping.

UA-80-6040

The striping shall be 6" Diamond Grade Scotch-Lite.

UA-80-6080

The Diamond Grade Scotch-Lite shall be Red #983-72 and Yellow #983-71 in color.

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KME Fire Apparatus**

W5-00-0130

******* WARRANTIES & REQUIRED INFORMATION *******

W6-00-0010

WARRANTY - KME CHASSIS

The proposed vehicle includes a one (1) year new vehicle warranty, upon delivery and acceptance of the vehicle. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

OVERALL UNIT AND CUSTOM CHASSIS

All components and parts of the vehicle are warranted for a period of one (1) year from acceptance of the vehicle, unless excluded elsewhere in this warranty or described as having longer time limitations.

W6-00-0150

WARRANTY - ENGINE

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

W6-00-0210

WARRANTY - TRANSMISSION

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

W6-00-0230

WARRANTY - CUSTOM CHASSIS FRAME RAILS

The proposed KME custom chassis frame and cross members will be warranted for an unlimited time period. A copy of KME's frame rail warranty will be supplied to define additional details of the warranty provisions.

W6-00-0242

WARRANTY - STEERING UNIT

The proposed Sheppard steering gear will be warranted for a period of three(3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

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KME Fire Apparatus
W6-00-0250

WARRANTY - FRONT AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

W6-00-0251

WARRANTY - REAR AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

W6-00-0320

WARRANTY - CAB STRUCTURE

The proposed cab will be warranted against structural defects for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

W6-00-0330

WARRANTY - BODY STRUCTURE

The proposed body will be warranted against structural defects for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

W6-00-0390

WARRANTY - CORROSION

The proposed cab and body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

W6-00-0430

WARRANTY - PAINT

The proposed paint finish will be warranted for a period of seven (7) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

W6-00-0500

WARRANTY - REAR SUSPENSION

KME hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for one (1) year. The "Warranty Period" commences on the date the original Buyer takes delivery of the product from the manufacturer.

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W6-00-0710

WARRANTY - WATER TANK

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

W6-00-0750

WARRANTY - FIRE PUMP

Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale will be free of defects in material and workmanship for a period of five (5) years from the date product is first placed into service or five and one-half (5 1/2) years from date of shipment by Hale, whichever period will be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

W6-00-1340

WARRANTY - HEAVY DUTY VALVES

Akron Brass warrants Heavy Duty Swing-Out Valves for a period of ten (10) years after purchase against defects in material or workmanship. Akron Brass will repair or replace any Heavy Duty Swing Out Valve which fails to satisfy this warranty.

W6-00-1500

WARRANTY - SEATING

HO Bostrom will warrant each new seat manufactured, to be free from defects in materials and workmanship when delivered to the original purchaser for a period of five (5) years.

Labor to remove or reinstall and transportation of defective items will not be covered by, or any allowance made for said cost under this warranty.

WA-00-0040

NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2009 edition in accordance with the applicable requirements unless supplied by the manufacturer or sales rep organization, will be provided by the fire department. All loose equipment will be installed on the apparatus before placed in emergency service, unless the fire department waives NFPA section 4.21.

Section 5.7 Equipment.

It is the responsibility of the purchaser to ensure that all required equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

5.7.1 Ground Ladders.

5.7.1.1 All fire department ground ladders carried on the apparatus shall meet the requirements of NFPA 1931, Standard for Manufacturer's Design of Fire Department Ground Ladders, except as permitted by 5.7.1.3 and 5.7.1.4.

5.7.1.2 At a minimum, the following fire department ground ladders shall be carried on the apparatus:

- (1) One straight ladder equipped with roof hooks
- (2) One extension ladder
- (3) One folding ladder

9073

5/9/13 FPR

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5.7.1.3 Stepladders and other types of multipurpose ladders meeting ANSI A14.2, Ladders - Portable Metal- Safety Requirements, or ANSI A14.5, Ladders - Portable Reinforced Plastic Safety Requirements, with duty ratings of Type IA or IAA shall be permitted to be substituted for the folding ladder required in 5.7.1.2(3).

5.7.1.4 Stepladders and other types of multipurpose ladders shall be permitted to be carried in addition to the minimum fire department ground ladders specified in 5.7.1.2 provided they meet either ANSI A14.2 or ANSI A14.5 with duty ratings of Type 1A or 1AA.

Section 5.7.2 Suction Hose or Supply Hose.

It is the responsibility of the purchaser to ensure that all required equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

5.7.2.1 A minimum of 20 ft (6 m) of suction hose or 15 ft (4.5 m) of supply hose shall be carried.

5.7.2.1.1 Where suction hose is provided, a suction strainer shall be furnished.

5.7.2.1.2 Where suction hose is provided, the friction and entrance loss of the combination suction hose and strainer shall not exceed the losses listed in Table 16.2.4.1 (b) or Table 16.2.4.1(c).

5.7.2.1.3 Where supply hose is provided. It shall have couplings compatible with the local hydrant outlet connection on one end and the pump intake connection on the other end.

5.7.2.2 Suction hose and supply hose shall meet the requirements of NFPA 1961, Standard on Fire Hose.

Section 5.8 Minor Equipment.

It is the responsibility of the purchaser to ensure that all required equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

5.8.2 Fire Hose and Nozzles. The following fire hose and nozzles shall be carried on the apparatus:

- (1) 800 ft (240 m) of 2 1/2 in. (65 mm) or larger fire hose
- (2) 400 ft (120 m) of 1 1/2 in. (38 mm), 1 3/4 in. (45 mm), or 2 in. (52 mm) fire hose
- (3) One handline nozzle. 200 gpm (750 L/min) minimum
- (4) Two handline nozzles. 95 gpm (360 L/min) minimum
- (5) One playpipe with shutoff and 1 in. (25 mm), 1 1/8 in. (29 mm), and 1 1/4 in. (32 mm) tips

5.8.3 Miscellaneous Equipment. The following additional equipment shall be carried on the apparatus:

- (1) One 6 lb (2.7 kg) flathead axe mounted in a bracket fastened to the apparatus
- (2) One 6 lb (2.7 kg) pickhead axe mounted in a bracket fastened to the apparatus
- (3) One 6 ft (2 m) pike pole or plaster hook mounted in a bracket fastened to the apparatus
- (4) One 8 ft (2.4 m) or longer pike pole mounted in a bracket fastened to the apparatus
- (5) Two portable hand lights mounted in brackets fastened to the apparatus
- (6) One approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus
- (7) One 2 1/2 gal (9.5 L) or larger water extinguisher mounted in a bracket fastened to the apparatus
- (8) One self-contained breathing apparatus (SCBA) complying with NFPA 1981, Standard on Open-Circuit Self Contained Breathing Apparatus (SCBA) for Emergency Services, for each assigned seating position. But not fewer than four, mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer
- (9) One spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space
- (10) One first aid kit
- (11) Four combination spanner wrenches mounted in brackets fastened to the apparatus
- (12) Two hydrant wrenches mounted in brackets fastened to the apparatus
- (13) One double female 2 1/2 in. (65 mm) adapter with National Hose (NH) threads, mounted in a bracket fastened to the apparatus
- (14) One double male 2 1/2 in. (65 mm) adapter with NH threads, mounted in a bracket fastened to the apparatus

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- (15) One rubber mallet, suitable for use on suction hose connections, mounted in a bracket fastened to the apparatus
- (16) Two salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m)
- (17) Two or more wheel chocks. Mounted in readily accessible locations, that together will hold the apparatus. When loaded to its GVWR or GCWR, on a hard surface with a 20 percent grade with the transmission in neutral and the parking brake released
- (18) One traffic vest for each seating position; each vest to comply with ANSI/ISEA 207, Standard for High-Visibility Public Safety Vests, and have a five-point breakaway feature that includes two at the shoulders, two at the sides, and one at the front
- (19) Five fluorescent orange traffic cones not less than 28 in. (711 mm) in height, each equipped with a 6 in. (152 mm) retroreflective white band no more than 4 in. (102 mm) from the top of the cone, and an additional 4 in. (102 mm) retroreflective white band 2 in. (51 mm) below the 6 in. (152 mm) band
- (20) Five illuminated warning devices such as highway flares, unless the live fluorescent orange traffic cones have illuminating capabilities
- (21) One automatic external defibrillator (AED)

5.8.3.1 If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, shall be carried mounted in brackets fastened to the apparatus.

5.8.3.2 If none of the Pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side shall be carried. Any intake connection larger than 3 in. (75 mm) shall include a pressure relief device that meets the requirements of 16.6.6.

5.8.3.3 If the pumper is equipped with an aerial device with a permanently mounted ladder, four ladder belts meeting the requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services shall be provided.

5.8.3.4 If the apparatus does not have a 2 1/2 in. intake with NH threads, an adapter from 2 1/2 in. NH female to a pump intake shall be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.

5.8.3.5 If the supply hose carried has other than 2 1/2 in. NH threads, adapters shall be carried to allow feeding the supply hose from a 2 1/2 in. NH thread male discharge and to allow the hose to connect to a 2 1/2 in. NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

14.1.8.4 Fire Helmet.

It is the responsibility of the purchaser to ensure that "Fire helmets shall not be worn by persons riding in enclosed driving and crew areas any time the apparatus is placed in service.

14.1.8.4.1 A location for helmet storage shall be provided.

14.1.8.4.2 If helmets are to be stored in the driving or crew compartment, the helmets shall be secured in compliance with 14.1.11.2.

14.1.10 SCBA Mounting.

It is the responsibility of the purchaser to ensure that any SCBA equipment has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

14.1.10.1 Where SCBA units are mounted within a driving or crew compartment, a positive latching mechanical means of holding the SCBA device in its stowed position shall be provided such that the SCBA unit cannot be retained in the mount unless the positive latch is engaged.

14.1.10.2 The bracket holding device and its mounting shall retain the SCBA unit when subjected to a 9 G force and shall be installed in accordance with the bracket manufacturer's requirements.

14.1.10.3 If the SCBA unit is mounted in a seatback, the release mechanism shall be accessible to the user while seated.

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14.1.11 Equipment Mounting.

It is the responsibility of the purchaser to ensure that any equipment installed on the apparatus by them or their subcontractor meets the following requirements prior to placing it in service.

14.1.11.1 All equipment required to be used during an emergency response shall be securely fastened.

14.1.11.2 All equipment not required to be used during an emergency response, with the exception of SCBA units, shall not be mounted in a driving or crew area unless it is contained in a fully enclosed and latched compartment capable of containing the contents when a 9 G force is applied in the longitudinal axis of the vehicle or a 9G force is applied in any other direction, or the equipment is mounted in a bracket(s) that can contain the equipment when the equipment is subjected to those same forces.

Section 15.9.3 Reflective Striping.

It is the responsibility of the purchaser to ensure that Reflective Striping has been supplied and installed on the apparatus in order to achieve compliance with the standard prior to placing it in service.

15.9.3.1" A retroreflective stripe(s) shall be affixed to at least 50 percent of the cab and body length on each side, excluding the pump panel areas, and at least 25 percent of the width of the front of the apparatus.

15.9.3.1.1 The stripe or combination of stripes shall be a minimum of 4 in. (100 mm) in total width.

15.9.3.1.2 The 4 in. (100 mm) wide stripe or combination of stripes shall be permitted to be interrupted by objects (i.e., receptacles, cracks between slats in roll up doors) provided the full stripe is seen as conspicuous when approaching the apparatus.

15.10 Hose Storage.

It is the responsibility of the purchaser to ensure that any hose storage area includes a positive means to prevent unintentional deployment in order to achieve compliance with the standard prior to placing it in service.

15.10.7 Any hose storage area shall be equipped with a positive means to prevent unintentional deployment of the hose from the top, sides, front, and rear of the hose storage area while the apparatus is underway in normal operations.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-86 WITH MOULE & POLYZOÏDES FOR MODIFICATIONS TO THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN.	DATE: October 7, 2013
	SECTION: AGREEMENTS
	ITEM NO.: 4
CONSIDER AUTHORIZATION OF A \$35,000 APPROPRIATION FROM THE ECONOMIC DEVELOPMENT FUND FOR MODIFICATIONS TO THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN	FILE I.D.: LDU460
	DEPT.: ECONOMIC DEV.

REASON FOR CONSIDERATION: Staff is requesting the City Council consider approval of Agreement No. 13-86 with Moule & Polyzoides in order to make certain modifications to the North Montclair Downtown Specific Plan. The modifications largely involve property located on the southeast side of Fremont Avenue and Arrow Highway. Staff is further requesting the City Council consider a \$35,000 appropriation from the Economic Development Fund to finance the cost of the modifications.

A copy of proposed Professional Services Agreement No. 13-86 with Moule & Polyzoides is attached for the City Council's review and consideration.

BACKGROUND: For many years, an adopted goal of the City Council was the promotion of transit-oriented development to provide a linkage with the Montclair Plaza. This goal, combined with requests to build out the North Montclair area industrially, caused the Redevelopment Agency Board of Directors to finance the cost of the North Montclair Downtown Specific Plan. The firm of Moule & Polyzoides was selected to development the North Montclair Downtown Specific Plan on October 6, 2003. Moule & Polyzoides had extensive experience in the development and redevelopment of suburban landscapes into transit-oriented developments. After preparation of various studies and reports, including development of an Environmental Impact Report, the North Montclair Downtown Specific Plan was adopted by the City Council on May 15, 2006.

North Montclair's combination of undeveloped land in proximity to a mixture of regional transportation uses, including multiple bus services, Metrolink service, and the proposed Gold Line, made it an ideal location for a mixed-density, mixed-use Town Center. Because of the quantity of regional serving retail existing in the area, the North Montclair Downtown Specific Plan recommended a land use mix beginning with transit-oriented housing and local-serving retail leading into regional retail. As developed, the Specific Plan calls for a "pedestrian first" mixed-use district requiring a connected network of public spaces. This is to be achieved through dedication of public open space within a short walk to public transit and the proper balance of cars and pedestrian amenities.

Prepared by: M. STAATS
Proofed by: [Signature]

Reviewed and Approved by: M. STAATS
Presented by: [Signature]

As the City Council Members will recall, the North Montclair Downtown Specific Plan generally includes the area between Moreno Street, the northern City limits, and Central and Monte Vista Avenues. A map depicting the location of the North Montclair Downtown Specific Plan area is attached as Exhibit A. As currently approved, the Specific Plan calls for development of a "new Fremont Avenue" located east of the existing Fremont Avenue. The purpose of the "new Fremont Avenue" was to move mixed-uses including local serving retail away from the residents on the existing Fremont Avenue. The "new Fremont Avenue" extended through a portion of North Montclair Plaza currently owned by CW Capital and managed by Spinoso Realty Group.

For the past year, staff has been working on development plans with representatives of Jeff Chin, the property owner of the vacant land located at the southeast corner of Arrow Highway and Fremont Avenue. This land extends southerly to the North Montclair Plaza. Planning has proceeded based on the presumption of the "new Fremont Avenue" location. However, staff has become aware that Spinoso Realty Group has recently entered into a lease of the former Circuit City location. In addition, CW Capital has other existing long-term leases that may prevent the extension of the "new Fremont Avenue" for some time in the future. Without the extension of the "new Fremont Avenue," the development potential of Mr. Chin's property becomes limited. Staff is proposing the City engage Moule & Polyzoides to examine this element of the Specific Plan and provide staff and Mr. Chin with development options for presentation to the Planning Commission and City Council.

Staff contacted Moule & Polyzoides to request a proposal to make certain modifications to the Specific Plan. Moule & Polyzoides will prepare three alternative conceptual schemes in site plan configuration that describe the relationship between streets, open space blocks, lots, and potential buildings. A final plan would be selected, and the Specific Plan would be required to be modified accordingly. Areas requiring modification could potentially include the Regulating Plan, Use Standards, Building Type Standards, Frontage Standards, and Open Space Standards. Proposed Agreement No. 13-86 is the City's Standard Professional Services Agreement developed by the City Attorney. The proposal prepared by Moule & Polyzoides is attached to the Agreement as Exhibit A. Moule & Polyzoides estimates it will take 90 days to complete the modifications. The proposed Agreement would allow for the Agreement to extend until July 1, 2014. Staff included this provision in the event other modifications to the Specific Plan may be necessary.

FISCAL IMPACT: Staff is requesting the appropriation of \$35,000 from the Economic Development Fund to be used for modifications to the North Montclair Downtown Specific Plan. The proposal submitted by Moule & Polyzoides estimates that the cost of the modifications to the plan with reimbursable expenses will be approximately \$27,000. Staff is requesting \$8,000 in additional funds in the event other modifications to the Specific Plan may be necessary.

RECOMMENDATION: Staff recommends the City Council take the following actions:

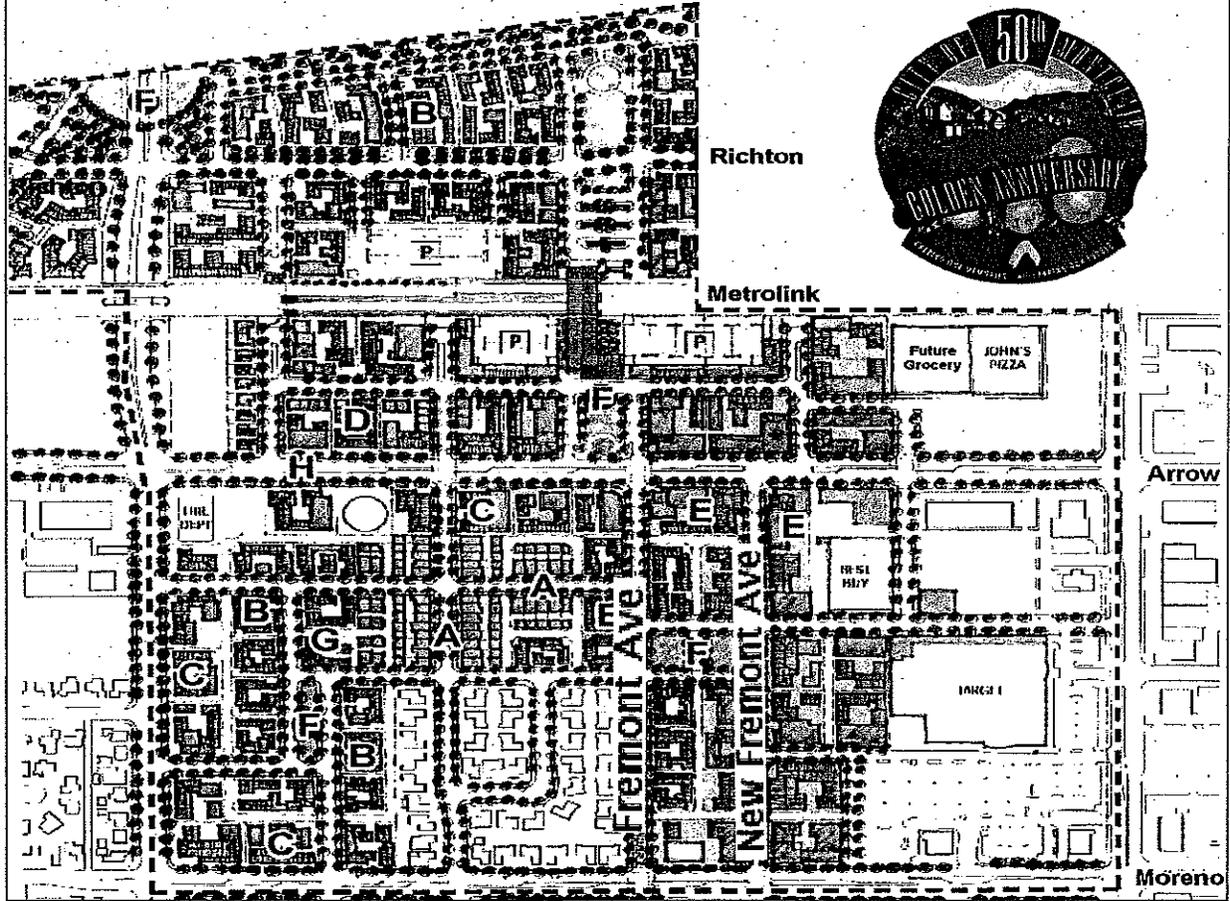
- Approve Agreement No. 13-86 with Moule & Polyzoides for modifications to the North Montclair Downtown Specific Plan.
- Authorize a \$35,000 appropriation from the Economic Development Fund for modifications to the North Montclair Downtown Specific Plan.

Exhibit A

North Montclair Downtown Specific Plan

Town Center Residential & Community Retail

- A) Walk-Up Townhouses ————— Two-Story attached, Single-Family Homes Surrounding Town Center
- B) Courtyard Housing ————— Collection of Flats & Two-Story Townhouses. 10 to 30 units per acre
- C) Corridor Housing ————— Hybrid Housing from 40 to 50 units per acre
- D) Live/Work Housing ————— Professional Home Office near Transit Station
- E) Mixed-Use Blocks ————— Ground Level Commercial Space, Vertical or Horizontal
- F) Neighborhood Square & Parks ————— Play Grounds, Dog Runs, Public Monuments, Etc.
- G) Community Facilities ————— Shared Neighborhood Facilities
- H) Pedestrian-Friendly Streets ————— Key to Transit-Oriented Town Center



North Montclair Downtown Specific Plan

A new, urban lifestyle that is close to transit, shopping, and many other local amenities is underway with the recently adopted North Montclair Downtown Specific Plan. The Plan embraces new urbanism concepts of "Transit Village" with medium-to high-density housing, public spaces, and pedestrian friendly walkways that will lie in close proximity to the City's multi-modal transportation center, the Montclair Transcenter and the future Gold Line.

Approximately 150 acres of vacant and infill land will create excellent opportunities for developers to undertake nontraditional, mixed-use, urban projects with planned developments of for-sale residential units, open courtyard spaces, and pedestrian walkways in an area that is one of the Inland Empire's leading shopping and dining venues.

City of Montclair
5111 Benito Street
Montclair, CA 91763

**AGREEMENT NO. 13-86
CITY OF MONTCLAIR**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of _____, between the City of Montclair, a municipal corporation ("City") and Moule & Polyzoides, Architects and Urbanists ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October ____, 2013 and shall remain and continue in effect for a period of approximately six months until tasks described herein are completed, but in no event later than July 1, 2014 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A and Schedule of Fees set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$35,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager.

Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant shall be provided with an initial payment of \$5,000 which shall be applied to the final payment. Consultant will then submit invoices for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted for services provided. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c) and repay the City any part of the initial \$5,000 deposit owing to the City, if any.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses; receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Notwithstanding the above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the Consultant in performing its work are proprietary and shall remain property owned solely by the Consultant.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each

and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A- VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	1,000,000
Commercial general liability at least as broad as ISO CG 0001 (general aggregate)	2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	1,000,000
Professional Liability (per claim and aggregate)	1,000,000
Worker's compensation	Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be

conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail,

certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Marilyn Staats
Deputy City Manager
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Stefanos Polyzoides
Architect and Urbanist
180 East California Boulevard at Pitcher Alley
Pasadena, CA 91105

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Andrea Roess (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY
CITY OF MONTCLAIR

CONSULTANT
MOULE & POLYZOIDES

Paul M. Eaton
Mayor

Stefanos Polyzoides
Architect and Urbanist

ATTEST:

Yvonne L. Smith
Deputy City Clerk

By _____

Title

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

Exhibit A

180 EAST CALIFORNIA BOULEVARD AT PICHER ALLEY, PASADENA, CALIFORNIA 91105

626 844.2400 PHONE 626 844.2410 FAX

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

15 September 2013

Michael Diaz, City Planner
City of Montclair
5111 Benito Street
Montclair, CA 91763

Via E- mail:
mdiaz@cityofmontclair.org
mstaats@cityofmontclair.org

Re: Modifications to the North Montclair Downtown Specific Plan

Dear Michael,

As we discussed over the phone a few weeks ago, the City of Montclair is interested in taking a second look at the conceptual site plan for a site of approximately 5.9 acres, located within the NMDSP, at the southeast corner of Arrow Highway and Fremont Avenue. The current zoning for the site includes both *Corridor Residential* and *Town Center* designations.

As the firm that prepared the NMDSP, we are being asked to assist the City to think through the potential amendments to the Plan that would result in a better and more likely development scheme for this property and the properties immediately adjacent to it.

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

We understand that the reason for reconsidering the SP at this time is a recent development submission for a portion of the subject site and the realization that the current owners of Montclair Plaza and North Plaza, immediately to the south, are not likely to pursue any redevelopment of these properties consistent with the NMDSP at any time in the near future.

We understand that any proposed revisions to the NMDSP would have to be framed with the direct involvement of City Staff, and be reviewed and adopted by the Planning Commission and City Council of the City of Montclair.

The scope of work proposed under this Letter of Agreement will consist of the following three distinct tasks, Restart, Specific Plan Modifications and Approval:

Task 1: Restart

- 1 Prepare the necessary base drawings for the project area to be used during this design and planning process;
- 2 Review the adopted Specific Plan and determine which infrastructure and development standards will need to be changed to enable the redesign of the project area;
- 3 Meet with Staff to learn about the history of the implementation of the Specific Plan to date, and to be directed on the particular terms of its modification.
No neighborhood or community-wide meetings are proposed;
- 4 Assemble various diagrammatic program, density and type recommendations for the urban design study to follow.

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

Deliverables for Task 1:

- Base Drawings;
- Kickoff meeting;
- Memo re: Specific Plan items to be modified;
- Site Assessment and Site Development Capacity;
- Form precedent studies.

Fees and Schedule for Task 1:

Work on this task will be completed within two weeks for a fee of \$5,000.

Task 2: Specific Plan Modifications

- 1 Prepare a maximum of three alternative conceptual schemes in site plan configuration, that describe the relationship between streets, open space, blocks, lots and potential buildings;
- 2 Prepare a final block/ street/ lot scheme, and an accompanying capacity analysis.
- 3 Modify the Specific Plan to allow the new scheme of the reconfigured project area to be included under its provisions. It is anticipated that areas of potential modification will include the Regulating Plan, Use Standards, Building Type Standards, Frontage Standards, Open Space Standards, Thoroughfare Standards, etc.

Deliverables for Task 2:

- Presentation site plan drawings for each alternative scheme.
- Presentation site plan drawing of final scheme.

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

- Drawings and text that introduce the new scheme into the planning and coding language of the NMDSP.

Fees and Schedule for Task 2:

Work on this task will be completed within four weeks for a fee of \$15,000.

Task 3: Approval

Upon completion of Task 2, the project will be submitted, first to the City of Montclair Planning Commission, and then to the City Council for their approval.

Deliverables for Task 3:

The key deliverable for Task 3 would be attending meetings and making presentations as necessary, in order to secure Council approval of the project.

Fees and Schedule for Task 3:

Work on this task will be completed within four weeks for a fee of \$ 5,000.

It is anticipated that our services on this project will be completed within 90 days of the awarding of the contract for the work.

For the scope of work as described above, the City shall pay Moule & Polyzoides a fee of \$ 25,000. Fees will be paid according to the following schedule:

\$5,000 will be due upon the signing of the contract and applied to the final

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

payment. The balance of payments will be invoiced based upon the progress of the work and will be paid within 15 days of submission.

Reimbursable expenses will be in addition, estimated as an allowance of \$2,000, and will include the costs of transportation, long-distance communications, postage, delivery, film, reproductions, models, and other costs incurred by the Architect in its service to the Client. Expenses paid directly by the Architect shall be billed to Client at a multiplier of 1.15 to cover administration and processing.

One (1) master copy of all drawings and documents produced under this contract will be provided to client. Any drawing prepared by CAD will be prepared in AutoCAD 2010 format. The scale of presentation drawings will be as necessary to highlight the issues being presented.

Any work in addition to the scope described above will be paid on an hourly basis according to our 2013 rates. We are very much looking forward to beginning work on this great project. Please call me, if you have any questions.

Sincerely,



Stefanos Polyzoides, Architect and Urbanist

MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

AGREED

Name

Date

Exhibit B

Moule and Polyzoides 2013 Fee Schedule

Partner:	\$300.00 per hour
Senior Associate/ Project Director:	\$220.00 per hour
Project Architect:	\$125.00 per hour
Designer:	\$100.00 per hour

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 13-3010 ADOPTING A MEASURE I FIVE-
YEAR CAPITAL IMPROVEMENT PROGRAM

DATE: October 7, 2013

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: TRN510

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Measure I Five-Year Capital Improvement Program and Expenditure Strategy proposed to be funded by Measure I. The City Council is requested to consider adopting Resolution No. 13-3010 adopting the document pursuant to SANBAG requirements.

BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction receiving pass-through program revenues annually adopt a Measure I Five-Year Capital Improvement Program that outlines the specific projects upon which those funds are to be expended. Resolution No. 13-3010 lists various projects proposed to be funded by Measure I for City Council consideration. For most of the 20-year life of the original Measure I, various phases of the Mission Boulevard Corridor Improvement Project were the only projects listed. All Mission Boulevard phases are now completed.

Beginning in 2011, the City began using Measure I funds for pavement rehabilitation in various areas of the City and to complete the federal environmental clearance process for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. Federal clearance would allow the City to use federal funds for construction of the project.

The Measure I Five-Year Capital Improvement Program for Montclair includes funding for the Northeast Montclair Pavement Rehabilitation Project, pavement rehabilitation for Monte Vista Avenue north of Arrow Highway, and miscellaneous pavement rehabilitation work on as-yet-unnamed streets. The plan also includes accumulating funds necessary to use as matching funds for the reconstruction of the Central Avenue/Union Pacific Overhead, a project approved last fiscal year using federal funds. Some of the matching funds will be used this fiscal year, but in coming years, staff will attempt to identify alternate sources of matching funds.

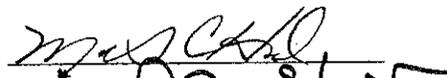
SANBAG also requires each agency to include an expenditure strategy with its Five-Year Capital Improvement Program. The strategy is included with this report.

FISCAL IMPACT: SANBAG estimates the City would receive \$2,952,001.70 during the five-year period covered by Fiscal Years 2013-2014 through 2017-2018. This number is based on a 3 percent annual increase over last fiscal year's Measure I revenue. A year-by-year summary of anticipated revenues is included with this report labeled as Attachment E.

Prepared by:



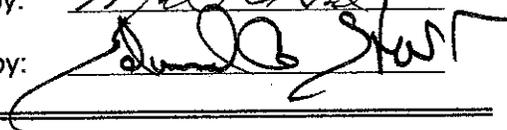
Reviewed and
Approved by:



Proofed by:



Presented by:



The City Council's adoption of Resolution No. 13-3010 would allow the City to continue to receive local Measure I pass-throughs. Should the City's priorities change during the year, the expenditure plan could be amended at any time by the City Council's adoption of a new Resolution.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-3010 adopting a Measure I Five-Year Capital Improvement Program.

RESOLUTION NO. 13-3010

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ADOPT-
ING THE MEASURE I FIVE-YEAR CAPITAL
IMPROVEMENT PROGRAM**

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing the San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 of the Authority, and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction, and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Plan,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Improvement Program and Expenditure Strategy, copies of which are attached to this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2013.

ATTEST:

Mayor

Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-3010 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne Smith
Deputy City Clerk

CITY OF MONTCLAIR
EXPENDITURE STRATEGY

MEASURE I

2013/2014 through 2017/2018

With the adoption of Measure I in 1989, the City of Montclair committed the revenue expected to be generated from the tax to the rehabilitation of the Mission Boulevard Corridor. This multi year, multi phase project was completed in 2011. With the extension of the Measure I Program, the City began using Measure I funds for work associated with the Monte Vista Avenue/Union Pacific Railroad Grade Separation, including the federal environmental clearance necessary to begin using federal funds for that project. Measure I funds will also go towards the rehabilitation of some of the City's older streets.

Last fiscal year the City was successful in its federal application for funds to reconstruct the Central Avenue/Union Pacific Railroad overhead. Preliminary work is starting this fiscal year with construction funds anticipated in FY 2017/2018. Unless another source of matching funds can be identified, the City will begin accumulating Measure I allocations for the future matching funds necessary for this project.

VALLEY SUBAREA
 MEASURE I REVENUE ESTIMATES FOR LOCAL PASS-THROUGH FUNDS FY 2013/2014-2017/2018

VALLEY SUBAREA	FY 12-13 MI 10-40 Local* Actual	FY 13-14 MI 10-40 Local Estimate **	FY 14-15 MI 10-40 Local Estimate **	FY 15-16 MI 10-40 Local Estimate **	FY 16-17 MI 10-40 Local Estimate **	FY 17-18 MI 10-40 Local Estimate **	FY 14-18 MI 10-40 Local Estimate **
Chino	\$ 1,153,716.77	\$ 1,188,328.27	\$ 1,223,978.12	\$ 1,260,697.46	\$ 1,298,518.39	\$ 1,337,473.94	\$ 6,308,996.19
Chino Hills	\$ 1,099,691.71	\$ 1,132,682.46	\$ 1,166,662.94	\$ 1,201,662.82	\$ 1,237,712.71	\$ 1,274,844.09	\$ 6,013,565.02
Colton	\$ 765,907.48	\$ 788,884.70	\$ 812,551.25	\$ 836,927.78	\$ 862,035.62	\$ 887,896.68	\$ 4,188,296.03
Fontana	\$ 2,906,375.22	\$ 2,993,566.48	\$ 3,083,373.47	\$ 3,175,874.68	\$ 3,271,150.92	\$ 3,369,285.44	\$ 15,893,250.98
Grand Terrace	\$ 177,207.04	\$ 182,523.25	\$ 187,998.95	\$ 193,638.92	\$ 199,448.08	\$ 205,431.53	\$ 969,040.73
Highland	\$ 779,980.77	\$ 803,380.19	\$ 827,481.60	\$ 852,306.05	\$ 877,875.23	\$ 904,211.49	\$ 4,265,254.55
Loma Linda	\$ 339,689.10	\$ 349,879.77	\$ 360,376.17	\$ 371,187.45	\$ 382,323.07	\$ 393,792.77	\$ 1,857,559.23
Montclair	\$ 539,828.17	\$ 556,023.02	\$ 572,703.71	\$ 589,884.82	\$ 607,561.36	\$ 625,808.80	\$ 2,952,001.70
Ontario	\$ 2,413,925.57	\$ 2,486,343.34	\$ 2,560,933.64	\$ 2,637,761.65	\$ 2,716,894.50	\$ 2,798,401.33	\$ 13,200,334.45
Rancho Cucamonga	\$ 2,470,547.52	\$ 2,544,663.95	\$ 2,621,003.86	\$ 2,699,633.98	\$ 2,780,623.00	\$ 2,864,041.69	\$ 13,509,966.48
Redlands	\$ 1,009,888.96	\$ 1,040,185.63	\$ 1,071,391.20	\$ 1,103,532.93	\$ 1,136,638.92	\$ 1,170,738.09	\$ 5,522,486.77
Rialto	\$ 1,463,963.60	\$ 1,507,872.21	\$ 1,553,108.37	\$ 1,599,701.63	\$ 1,647,692.67	\$ 1,697,123.45	\$ 8,005,498.34
San Bernardino	\$ 3,075,929.39	\$ 3,188,207.27	\$ 3,263,253.49	\$ 3,361,151.09	\$ 3,461,985.63	\$ 3,565,845.20	\$ 16,820,442.68
Upland	\$ 1,083,571.87	\$ 1,116,079.03	\$ 1,149,561.40	\$ 1,184,048.24	\$ 1,219,569.69	\$ 1,256,156.78	\$ 5,925,415.12
Yucaipa	\$ 759,102.06	\$ 781,875.12	\$ 805,331.38	\$ 829,491.32	\$ 854,376.06	\$ 880,007.34	\$ 4,151,081.21
County/Valley	\$ 1,756,040.55	\$ 1,808,721.77	\$ 1,862,963.42	\$ 1,918,872.92	\$ 1,976,439.11	\$ 2,035,732.28	\$ 9,602,749.50
Total Valley Region	\$ 21,795,355.78	\$ 22,449,216.45	\$ 23,122,692.95	\$ 23,816,373.74	\$ 24,530,864.95	\$ 25,266,790.90	\$ 119,185,938.98

* Local pass-through funds equal 20% of total Measure I funds collected.

** 3.0% escalation factor.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 13-3011 AUTHORIZING PLACEMENT
OF LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: October 7, 2013

SECTION: RESOLUTIONS

ITEM NO.: 2

FILE I.D.: STB300-17

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 124 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

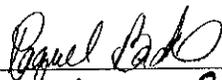
BACKGROUND: Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

The 124 liens presented for approval are for accounts that are at least 90 days delinquent.

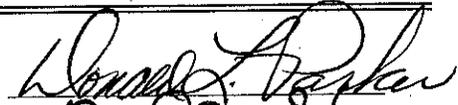
FISCAL IMPACT: Recoverable amount is \$36,444, plus \$1,736 for release of lien fees and plus \$6,200.00 in lien fees, for a total of \$44,380.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-3011 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

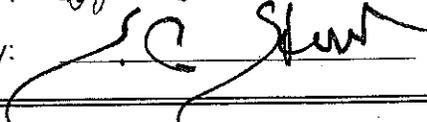
Prepared by:



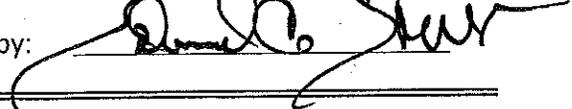
Reviewed and
Approved by:



Proofed by:



Presented by:



RESOLUTION NO. 13-3011

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AUTHORIZ-
ING PLACEMENT OF LIENS ON CERTAIN
PROPERTIES FOR DELINQUENT SEWER
AND TRASH ACCOUNTS**

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 124 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on September 12, 2013, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on September 26, 2013, and that such liens would be considered for approval by the Montclair City Council on Monday, October 7, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - October 2013*, attached hereto.

BE IT FURTHER RESOLVED that the Deputy City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-3011 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

Exhibit A to Resolution No. 13-3011
Report of Delinquent Civil Debts - October 2013

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10207	Amherst Avenue	Residential	\$ 400.91	\$ 14.00	\$ 50.00	\$ 464.91
10227	Amherst Avenue	Residential	256.53	14.00	50.00	320.53
10360	Amherst Avenue	Multifamily	620.20	14.00	50.00	684.20
10421	Amherst Avenue	Multifamily	413.46	14.00	50.00	477.46
10431	Amherst Avenue	Multifamily	413.46	14.00	50.00	477.46
11151	Amherst Avenue	Residential	206.74	14.00	50.00	270.74
10524	Arabian Place	Residential	290.08	14.00	50.00	354.08
4395	Bandera Street	Residential	290.08	14.00	50.00	354.08
4624	Bandera Street	Multifamily	826.83	14.00	50.00	890.83
4983	Bandera Street	Residential	304.26	14.00	50.00	368.26
4990	Bandera Street	Residential	206.73	14.00	50.00	270.73
5079	Bandera Street	Residential	201.55	14.00	50.00	265.55
4432-34	Bandera Street	Multifamily	413.46	14.00	50.00	477.46
10145	Bel Air Avenue	Residential	206.74	14.00	50.00	270.74
10186	Bel Air Avenue	Residential	206.74	14.00	50.00	270.74
10263	Bel Air Avenue	Residential	206.33	14.00	50.00	270.33
10296	Bel Air Avenue	Residential	206.74	14.00	50.00	270.74
5225	Belvedere Way	Residential	210.74	14.00	50.00	274.74
10168	Benson Avenue	Residential	202.74	14.00	50.00	266.74
4531	Bodega Court	Residential	202.82	14.00	50.00	266.82
4533	Bodega Court	Residential	303.12	14.00	50.00	367.12
10978	Buckingham Way	Residential	206.74	14.00	50.00	270.74
10475	Calico Court	Residential	255.43	14.00	50.00	319.43
10183	Camarena Avenue	Residential	211.65	14.00	50.00	275.65
10233	Camulos Avenue	Residential	201.86	14.00	50.00	265.86
10171	Canary Court	Residential	206.74	14.00	50.00	270.74
4643	Canoga Street	Multifamily	826.44	14.00	50.00	890.44
4771	Canoga Street	Multifamily	622.28	14.00	50.00	686.28
4830	Canoga Street	Multifamily	1,448.42	14.00	50.00	1,512.42
4830	Canoga Street	Multifamily	1,448.42	14.00	50.00	1,512.42
4924	Canoga Street	Residential	206.74	14.00	50.00	270.74
4949	Canoga Street	Residential	207.13	14.00	50.00	271.13
5014	Canoga Street	Residential	206.84	14.00	50.00	270.84
5068	Canoga Street	Residential	232.69	14.00	50.00	296.69
5162	Canoga Street	Multifamily	821.10	14.00	50.00	885.10
11158	Carriage Avenue	Residential	206.74	14.00	50.00	270.74
11253	Carriage Avenue	Residential	232.69	14.00	50.00	296.69
11169	Carrillo Avenue	Residential	204.87	14.00	50.00	268.87
9710	Central Avenue	Commercial	303.48	14.00	50.00	367.48
9802	Central Avenue	Commercial	1,152.42	14.00	50.00	1,216.42
10231	Coalinga Avenue	Residential	206.74	14.00	50.00	270.74

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10213	Columbine Avenue	Residential	\$ 206.74	\$ 14.00	\$ 50.00	\$ 270.74
10212	Del Mar Avenue	Residential	206.74	14.00	50.00	270.74
10236	Del Mar Avenue	Residential	206.74	14.00	50.00	270.74
10248	Del Mar Avenue	Residential	232.43	14.00	50.00	296.43
4528	Donner Court	Residential	205.00	14.00	50.00	269.00
11159	Essex Avenue	Residential	206.74	14.00	50.00	270.74
4674	Evert Street	Residential	206.74	14.00	50.00	270.74
4760	Evert Street	Residential	243.88	14.00	50.00	307.88
4219	Fauna Street	Residential	206.73	14.00	50.00	270.73
4244	Fauna Street	Residential	206.74	14.00	50.00	270.74
4291	Fauna Street	Residential	290.08	14.00	50.00	354.08
4456	Fauna Street	Residential	206.74	14.00	50.00	270.74
4703	Fauna Street	Residential	206.65	14.00	50.00	270.65
4932	Fauna Street	Residential	206.50	14.00	50.00	270.50
8907-09	Felipe Avenue	Multifamily	413.45	14.00	50.00	477.45
8919-21	Felipe Avenue	Multifamily	413.46	14.00	50.00	477.46
4220	Flora Street	Residential	207.69	14.00	50.00	271.69
4650	Flora Street	Residential	290.08	14.00	50.00	354.08
4730	Flora Street	Residential	216.24	14.00	50.00	280.24
4932	Flora Street	Residential	220.28	14.00	50.00	284.28
5051	Flora Street	Residential	210.67	14.00	50.00	274.67
10327	Fremont Avenue	Residential	207.14	14.00	50.00	271.14
11049	Fremont Avenue	Residential	201.85	14.00	50.00	265.85
10149	Galena Avenue	Residential	206.74	14.00	50.00	270.74
10161	Geneva Avenue	Residential	215.96	14.00	50.00	279.96
5221	Hanover Way	Residential	326.49	14.00	50.00	390.49
5230	Hanover Way	Residential	203.59	14.00	50.00	267.59
4103	Howard Street	Residential	206.74	14.00	50.00	270.74
4605	Howard Street	Residential	217.47	14.00	50.00	281.47
4780	Howard Street	Residential	206.74	14.00	50.00	270.74
10236	Kimberly Avenue	Residential	206.74	14.00	50.00	270.74
10244	Kimberly Avenue	Residential	229.93	14.00	50.00	293.93
10386	Kimberly Avenue	Multifamily	826.94	14.00	50.00	890.94
11001	Kimberly Avenue	Residential	290.08	14.00	50.00	354.08
4909	Kingsley Street	Residential	206.17	14.00	50.00	270.17
5003	Kingsley Street	Residential	206.74	14.00	50.00	270.74
5019	Kingsley Street	Residential	206.74	14.00	50.00	270.74
5242	Kingsley Street	Residential	206.74	14.00	50.00	270.74
5476	Kingsley Street	Residential	217.34	14.00	50.00	281.34
4821-23	Kingsley Street	Multifamily	413.46	14.00	50.00	477.46
4831-33	Kingsley Street	Multifamily	413.46	14.00	50.00	477.46
4555	Mane Street	Residential	206.74	14.00	50.00	270.74

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4846	Mane Street	Residential	\$ 206.74	\$ 14.00	\$ 50.00	\$ 270.74
4855	Mane Street	Residential	206.83	14.00	50.00	270.83
4856	Mane Street	Residential	299.73	14.00	50.00	363.73
10269	Marion Avenue	Residential	206.04	14.00	50.00	270.04
5239	Monte Verde Street	Residential	206.74	14.00	50.00	270.74
10290	Monte Vista Avenue	Senior	212.77	14.00	50.00	276.77
10557	Morgan Circle	Residential	206.74	14.00	50.00	270.74
10217	Oak Glen Avenue	Residential	291.11	14.00	50.00	355.11
10226	Oak Glen Avenue	Residential	206.74	14.00	50.00	270.74
4843	Orchard Street	Residential	210.33	14.00	50.00	274.33
5171	Orchard Street	Residential	205.92	14.00	50.00	269.92
5392	Orchard Street	Residential	206.73	14.00	50.00	270.73
5422	Orchard Street	Residential	206.74	14.00	50.00	270.74
10154	Poulsen Avenue	Residential	206.74	14.00	50.00	270.74
11253	Poulsen Avenue	Residential	1,099.05	14.00	50.00	1,163.05
11254	Poulsen Avenue	Residential	206.74	14.00	50.00	270.74
10206	Pradera Avenue	Residential	206.74	14.00	50.00	270.74
5272	Saddleback St	Residential	206.74	14.00	50.00	270.74
5177	San Antonio Way	Residential	206.74	14.00	50.00	270.74
10983	San Juan Way	Residential	214.23	14.00	50.00	278.23
11052	San Juan Way	Residential	206.74	14.00	50.00	270.74
11014	San Miguel Way	Residential	206.74	14.00	50.00	270.74
11020	San Pasqual Avenue	Residential	206.74	14.00	50.00	270.74
11073	San Pasqual Avenue	Residential	206.50	14.00	50.00	270.50
11094	San Pasqual Avenue	Residential	215.96	14.00	50.00	279.96
10133	Santa Anita Avenue	Residential	206.74	14.00	50.00	270.74
10183	Santa Anita Avenue	Residential	206.87	14.00	50.00	270.87
10221	Santa Anita Avenue	Residential	206.74	14.00	50.00	270.74
10298	Santa Anita Avenue	Residential	207.77	14.00	50.00	271.77
10194	Saratoga Avenue	Residential	213.92	14.00	50.00	277.92
11011	Stallion Avenue	Residential	206.87	14.00	50.00	270.87
10289	Tudor Avenue	Residential	206.74	14.00	50.00	270.74
10236	Vernon Avenue	Residential	229.58	14.00	50.00	293.58
5554	Vernon Court	Residential	206.74	14.00	50.00	270.74
4237	Via Riviera	Residential	304.14	14.00	50.00	368.14
11053	Wesley Avenue	Residential	206.73	14.00	50.00	270.73
11073	Wesley Avenue	Residential	290.08	14.00	50.00	354.08
11178	Whitewater Avenue	Residential	206.74	14.00	50.00	270.74
11195	Whitewater Avenue	Residential	218.93	14.00	50.00	282.93
4515	Yosemite Drive	Residential	206.74	14.00	50.00	270.74
4536	Yosemite Drive	Residential	222.05	14.00	50.00	286.05
TOTALS			\$36,444.00	\$1,736.00	\$6,200.00	\$44,380.00

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
MONDAY, SEPTEMBER 16, 2013, AT 6:00 P.M. IN
THE CITY HALL CONFERENCE ROOM, 5111
BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Paulitz called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Council Member Paulitz, Council Member Dutrey, City Manager Starr; Director of Community Development Lustro, Director, Office of Public Safety/Police Chief deMoet, Deputy City Manager/Director, Office of Economic Development Staats, City Attorney Robbins

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meetings of July 15 and August 19, 2013

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meetings of July 15 and August 19, 2013.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

1. Déjà Vu Showgirls, 5282 Mission Boulevard. Community Development Director Lustro stated there is no news to report.
2. Shopping Cart Containment Ordinance. Community Development Director Lustro stated there is no news to report.
3. Our Lady of Lourdes Church hall repainting. Council Member Paulitz reported that Father Mackey Hall, which had previously been painted a contrasting shade of bright blue, has been

repainted white with blue trim.

VI. NEW BUSINESS

1. Pushcart vending. Community Development Director Lustro asked the Committee to consider revisiting the idea of an outright ban on push carts. It does nothing for the City's image and takes up the Police Department's and Code Enforcement's time. The Code says push carts are allowed if they have a City business license, but they are not allowed in the City's parks; however, push cart vendors regularly go into parks as well as onto private commercial properties. Discussion followed regarding surveying neighboring cities and performing a legal review regarding the constitutionality of a ban and it was agreed to bring the item back to a future meeting.

VII. DISTRIBUTION OF LIST OF PROBLEM PROPERTIES / Q&A

Included in the agenda packet was the updated list of problem properties for the Committee's reference. Community Development Director Lustro commented that progress is being made on the majority of the properties and is ongoing. The newest addition to the list was 9578 Camulos.

VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Monday, October 21, 2013, at 6:00 p.m. in the City Hall Conference Room. Council Member Paulitz said that he would ask Mayor Eaton to attend in his place as he will be unable to attend.

IX. ADJOURNMENT

At 6:26 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,



Laura Berke

Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
SEPTEMBER 16, 2013, AT 7:43 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 7:43 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Ruh; Council Member Raft; and City
Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of
September 3, 2013.

Moved by City Manager Starr, seconded by Council Member Raft,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of September 3, 2013.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

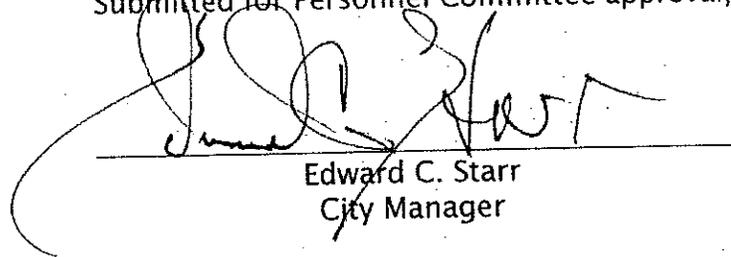
At 7:44 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 7:55 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:55 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager