



City of Brecksville, Ohio
City Council Regular Meeting
Ralph W. Biggs City Council Chambers
August 5, 2025 – 8:00 PM

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least three days prior to the meeting at (440)526-2609.

AGENDA

To view/listen to the live stream of the meeting please go to:
<https://brecksvilleoh.portal.civicclerk.com> on the City's website: www.brecksville.oh.us. Questions and comments may be e-mailed to ttabor@brecksville.oh.us or by phone to (440) 526-2609 and will be forwarded to the appropriate personnel for a response.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Approval of July 15, 2025 City Council Minutes

Unfinished Business

New Business

1. ORD. 5799 - an Ordinance to Amend Ordinance No. 5758, Making Appropriations for Current Expenses of the City of Brecksville During the Fiscal Year Ending December 31, 2025, Making Necessary Appropriation and Revenue Adjustments.
2. ORD. 5800- an Ordinance authorizing the purchase of a Freightliner 114SD Plus for the Service Department through the State of Ohio Department of Transportation
3. ORD. 5801 - an Ordinance authorizing the purchase of a stainless steel dump body, snow and ice control equipment and spreader, and equipment installation on a Freightliner 114SD Plus Tandem Axle Truck for use by the Service Department from Concord Road Equipment Mfg. through the State of Ohio Administrative Services Purchasing Program
4. ORD. 5802 - an Ordinance authorizing the purchase of Playground Equipment from various vendors through the Sourcewell Purchasing Cooperative.
5. ORD. 5803 - an Ordinance authorizing the Mayor to enter into a Lease Agreement/Jail Use Acknowledgment for Jail Housing and Ancillary Services with the City of Bedford Heights on a per diem basis when needed for the Brecksville Police Department.
6. RES. 5700 – a Resolution rescinding Resolution 5694 and authorizing the Mayor to enter into a new Subdivision Agreement and Escrow Agreement with Woodlands Brecksville LLC for the Woodlands of Snowville Phase 2 Residential Subdivision

7. RES. 5701 - a Resolution authorizing the Mayor to enter into a Business Associate Agreement with the Cuyahoga County Board of Health.
8. RES. 5702 -a Resolution accepting the bid of The Sutphen Corporation and authorizing a purchase agreement for a new Brecksville Fire Engine.
9. RES. 5703 - a Resolution accepting the proposal of Squire Patton Boggs LLP to provide legal services to the City of Brecksville for Tax Increment Financing and other development projects as requested by the City.

Report of Council Representatives: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board

Reports of Committees

Reports of Department Directors: Director of Law, Engineer, Director of Finance, Chief Building Official, Director of Human Services, Director of Service, Director of Purchasing, Chief of Police Department, Chief of Fire Department, Director of Recreation

Report of the Mayor

Adjournment

"The fate of all explanation is to close one door only to have another fly wide open."

- Charles Fort

Mayor and Safety Director: Daryl Kingston

City Council Members: Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

Clerk: Tammy Tabor

**AN ORDINANCE TO AMEND ORDINANCE NO. 5758,
MAKING APPROPRIATIONS FOR CURRENT
EXPENSES OF THE CITY OF BRECKSVILLE
DURING THE FISCAL YEAR ENDING
DECEMBER 31, 2025, MAKING NECESSARY
APPROPRIATION AND REVENUE ADJUSTMENTS;
AND DECLARING AN EMERGENCY**

WHEREAS, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2025.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. That the Director of Finance be authorized to increase appropriations in the General fund.

6,275.37 Machinery & Equipment C1100330-33000

SECTION 2. That the Director of Finance be authorized to increase and decrease appropriations in the Street Construction Maintenance and Repair fund.

(170,845.03)	Miscellaneous Repairs & Maintenance	2020410-26130
170,845.03	Machinery & Equipment	C2020410-33000

SECTION 3. That the Director of Finance be authorized to increase appropriations in the Fire Capital fund.

1,208,634.00	Machinery & Equipment	C4500260-33000
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SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 5, 2025

APPROVED: August 5, 2025

MAYOR

CLERK OF COUNCIL

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
ONE (1) FREIGHTLINER 114SD PLUS TANDEM AXLE
CAB AND CHASSIS THROUGH THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the provisions contained in the Ohio Revised Code, the City of Brecksville deems it cost effective to purchase certain equipment through the State of Ohio, Department of Transportation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with the State of Ohio, Department of Transportation, through its authorized vendor, Cleveland Freightliner, Inc., ODOT State Contract #023A-26, for the following equipment for the Brecksville Service Department:

<u>AMOUNT</u>	<u>ITEM</u>	<u>TOTAL</u>
1	Freightliner 114SD Plus Tandem Axle Cab and Chassis	\$128,881.80
TOTAL		<u>\$128,881.80</u>

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the need for the equipment, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1)
CONCORD COMBINATION DUMP BODY SPREADER/SNOW
AND ICE CONTROL EQUIPMENT PACKAGE FROM CONCORD ROAD
EQUIPMENT, MFG., INSTALLED ON NEW FREIGHTLINER 114SD PLUS
TANDEM AXLE CAB AND CHASSIS, FOR USE BY THE BRECKSVILLE
SERVICE DEPARTMENT THROUGH THE STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the provisions contained in Section 735.053 of the Ohio Revised Code, the City of Brecksville deems it cost effective to equipment from the State of Ohio Department of Administrative Services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized on behalf of the City of Brecksville to enter into a contract with the State of Ohio Department of Administrative Services-State Purchasing, through its authorized vendor, Concord Road Equipment, Mfg., such contract to be in such form as is approved by the Director of Law, for the purchase of the following equipment for use by the Service Department, based on Ohio Department of Administrative Services Contract #STS515-Schedule 800925:

<u>QUANTITY</u>	<u>ITEM</u>	<u>AMOUNT</u>
1	Concord Combination Dump Body Spreader/Snow and Ice Control Equipment Package installed on new Freightliner 114SD Plus Tandem Axle Cab and Chassis	
TOTAL		<u>\$159,857.88</u>

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is it is necessary for the Service Department’s daily operations, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 5, 2025

APPROVED: August 5, 2025

MAYOR

CLERK OF COUNCIL

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
PLAYGROUND EQUIPMENT FROM VARIOUS VENDORS
THROUGH THE SOURCEWELL PURCHASING COOPERATIVE;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Article II of its Charter, the City of Brecksville may exercise its power of local self-government through the enactments of the Council; and

WHEREAS, the Director of Purchasing for the City of Brecksville has been authorized to register with Sourcewell; and

WHEREAS, the City of Brecksville deems it cost effective and in the City’s best interest to purchase equipment according to the pricing established under the Sourcewell proposal.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the Sourcewell Purchasing Cooperative, through its authorized vendor, Playground Equipment Services, said contract to be in such form as is approved by the Director of Law, for the purchase of the following playground equipment, as listed on their quote attached hereto as Exhibit “A”:

Sourcewell Contract #010521-LTS

<u>ITEM</u>	<u>AMOUNT</u>
Goldberg-My Cup of Tea Activity Panel	\$6,443.00
Freight	<u>1,000.00</u>
Sub Total	<u>\$7,443.00</u>

SECTION 2. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the Sourcewell Purchasing Cooperative, through its authorized vendor, Snider Recreation Inc., said contract to be in such form as is approved by the Director of Law, for the purchase of the following playground equipment, as listed on their Estimate #16879 attached hereto as Exhibit “B”:

Sourcewell Contract #010521-BUR

<u>QTY.</u>	<u>ITEM</u>	<u>RATE</u>	<u>AMOUNT</u>
1	Custom Welcome Sign	\$ 683.00	\$ 683.00
5	Custom Area Signs	683.00	3,415.00
1	Custom Overhead Welcome Sign	2,298.00	2,298.00
1	Freight		<u>613.00</u>
	Sub Total		<u>\$7,009.00</u>
	<u>GRAND TOTAL</u>		<u>\$14,452.00</u>

SECTION 3. Council hereby appropriates sufficient funds to effectuate the provisions contained in Sections 1 and 2 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Sections 1 and 2 hereof, and is further directed to issue vouchers of

this City in the amounts and for the purposes as expressed in Sections 1 and 2 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 4. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the equipment for the playground, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: August 5, 2025

APPROVED: August 5, 2025

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"



QUOTE

3460 Oakmedow, Cincinnati OH 45239

Office: 513-923-2333

rob.tebbe@playgroundequipmentservices.com

Prepared by: Rob Tebbe

Cell: 513-383-6608

www.playgroundequipmentservices.com

Contact: City of Brecksville
 Re: Goldberg Machines

Phone: 7/28/2025

Email:

Contact:

NOTE: Sourcewell Pricing is at 7% Discount of List

MR Part # / Item #	Description	Unit	List Price	Price at 15% Discount	Price
	Goldberg - My Cup of Tea	1	\$7,580.00	\$6,443.00	\$6,443
	Freight				\$1,000
	Does not include installation				
Pre-payment on parts orders prior to processing order				TOTAL	\$7,443

50% deposit on new projects

Quote Acceptance:

Name

Color Scheme Acceptance:

Name

Date





Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnider.com
info@cvsnider.com

EXHIBIT "B"

Estimate

Date	Estimate #
7/28/2025	16879

Name / Address
City of Brecksville Brecksville Recreation Dept. 4450 Oakes Road Brecksville, OH 44141

Ship To
City of Brecksville 1 Community Drive Brecksville, OH 44141 Rachele Engle- 440-546-2323

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Net 30	JS	440-546-2007	440-546-2000		Cuyahoga, OH

Item	Description	Qty	Rate	Total
580-1399	WELCOME SIGN, CUSTOM	1	683.00	683.00
580-1399	AREA SIGN, CUSTOM	5	683.00	3,415.00
BCI Burke	Custom Overhead Welcome Sign 580-1427	1	2,298.00	2,298.00
Freight	Shipping Charges	1	613.00	613.00
	Notes: Burke Sourcewell Contract 010521-BUR Installation Not Included			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$7,009.00
Sales Tax (8.0%)	\$0.00
Total	\$7,009.00

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ENTER INTO A LEASE AGREEMENT/JAIL USE
ACKNOWLEDGMENT FOR JAIL HOUSING AND
ANCILLARY SERVICES WITH THE CITY OF BEDFORD
HEIGHTS ON A PER DIEM BASIS WHEN NEEDED
FOR THE BRECKSVILLE POLICE DEPARTMENT;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Bedford Heights owns and operates a full-service jail authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

WHEREAS, the City of Bedford Heights offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions; and

WHEREAS, outsourcing jail services has proven to be a more efficient and cost effective way of providing jail services for the city.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Lease Agreement/Jail Use Acknowledgment for Jail Housing and Ancillary Services with the City of Bedford Heights on a per diem basis, at the rate of one hundred twenty-five dollars (\$125.00) per day, when needed for the Brecksville Police Department, a copy of said Lease Agreement/Jail Use Acknowledgment being attached hereto and expressly made a part hereof by reference, and marked Exhibit "A."

SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to provide the jail services, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
CITY OF BEDFORD HEIGHTS
JAIL USE ACKNOWLEDGMENT

Any Agency which is requesting usage of the Bedford Heights Jail Facility shall comply with following:

1. Agree to the fee schedule for inmate housing and ancillary jail costs in accordance with Bedford Heights Codified Ordinance Section 135.32 (individualized contracts are no longer required).
2. **Prior to** transporting an inmate to Bedford Heights, call the Bedford Heights Dispatch Center at Phone# (440) 786-3222 to determine if space is available, or in the case of an OVI, to determine if a breath testing operator is on duty.
3. When needed, transport inmates to and from the Bedford Heights Jail Facility, including to the Cuyahoga County Jail should the inmate become the inmate of the Cuyahoga County Sheriff for any reason.
4. Pay charges as specified in the Bedford Heights Codified Ordinance Section 135.32 directly to the City of Bedford Heights, as billed.
5. Promptly notify, within 30 days, of any charges disputed by the agency.
6. Assume responsibility for costs associated with all medical/psychological/dental/vision care, prescription medication, and/or other extraordinary costs or services that may arise from Bedford Heights' confinement of the Agency's inmates.
7. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by the Agency, with required copies to Bedford Heights.
8. Assume responsibility for the transportation and appearance of the Agency's inmates at all in-person court/legal proceedings.
9. Supply the Bedford Heights Correction Officers with sufficient information, including Bedford Heights' Prisoner Transport/Reception Form, as may be reasonably required to ensure the completion of all necessary inmate documentation and processing.
10. Collect DNA from the Agency's arrested felons when required by the Ohio Revised Code.
11. Immediately transmit or deliver release documentation issued by the court or by the Agency, to Bedford Heights (Fax #: (440) 797-5003).
12. Verify the receipt of any release transmission by a verbal confirmation with Bedford Heights Jail.
13. Assume responsibility for the timely notice of release of inmates incarcerated by Agency.
14. **Assume responsibility for notifying the crime victim of the arrest, detention, or release when required or requested under O.R.C. Chapter 2930 (Victim's Rights), Ohio law and the Ohio Constitution (Marsy's Law).**
15. **Maintain custody of illegal drugs and/or weapons, and file charges when appropriate, when an inmate is inadvertently transported to the jail in possession of either illegal drugs and/or weapons.**
16. **Providing at least one contact phone number for 24/7/365 dispute resolution is required. This is a not a dispatch center but must be the Chief Executive or his/her assistant from the Agency requesting jail usage.**

Name

Phone Number

Checklist:

1. Call Bedford Heights at Phone # (440) 786-3222.
2. Transport inmate to Bedford Heights and standby until medical screening is complete.
3. Provide Correction Officer with completed inmate transport sheet.
4. Ensure a proper authority to hold is delivered to Bedford Heights in-person or by fax.
5. Provide Bedford Heights Jail with Authorization to Release Prisoner Form along with any necessary release documentation that the defendant is released on all agencies' cases.

With Original to: *Bedford Heights*; Copy to: *Agency*

Revised 10/25/2024

**A RESOLUTION RESCINDING RESOLUTION NO. 5694 AND
AUTHORIZING THE MAYOR TO ENTER INTO A NEW
SUBDIVISION AGREEMENT AND ESCROW AGREEMENT
WITH SNOWVILLE SUBDIVISION JOINT VENTURE PHASE 1
FOR THE WOODLANDS OF SNOWVILLE PHASE 2 RESIDENTIAL
SUBDIVISION; AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting of July 1, 2025, the Council approved Resolution No. 5694, authorizing the Mayor to enter into a Subdivision Agreement and Escrow Agreement with Woodlands Brecksville LLC for the Woodlands of Snowville Phase 2 Residential Subdivision; and

WHEREAS, the Woodlands Brecksville LLC is no longer the developer of Woodlands of Snowville Phase 2 Residential Subdivision, the City Engineer has recommended termination of the agreements with Woodlands Brecksville LLC and authorization of new agreements, and the Mayor has approved same.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. Resolution No. 5694 hereby is rescinded, and all other ordinances or resolutions inconsistent therewith be, and the same hereby is, repealed.

SECTION 2. The Mayor be, and hereby is, authorized to enter into a Subdivision Agreement and Escrow Agreement with Snowville Subdivision Joint Venture Phase 1 for the Woodlands of Snowville Phase 2 Residential Subdivision, a copy of which Agreements are attached hereto as Exhibit “A” and expressly made a part hereof by reference.

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to implement new agreements for the project, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 5, 2025

APPROVED: August 5, 2025

MAYOR	CLERK OF COUNCIL

EXHIBIT "A"
CUYAHOGA COUNTY – BOARD OF HEALTH

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "**Agreement**"), dated _____, 2025, is entered into by and between The Cuyahoga County Board of Health ("**Covered Entity**") and the City of Brecksville, Ohio (the "**Business Associate**") (each a "**Party**" and collectively the "**Parties**").

Recitals

WHEREAS, Business Associate is under contract with the Covered Entity where the Covered Entity provides public health services on behalf of the Business Associate under Ohio law;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under Ohio Revised Code 3701.17 and may also be protected by such other laws as HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, the HITECH Act and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Covered Entity, by law, receives copies of all dog bite incident reports from local hospitals, medical professionals and/or legal authorities and conducts an investigation into the health of the animal and the persons involved which results in the creation of certain records documenting these activities, and

WHEREAS, Business Associate desires to receive from the Covered Entity a copy of all such animal bite reports and investigation records that relate to Brecksville properties or owners or victims, and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information as required pursuant to Ohio Revised Code Section 3701.17(B)(2) and/or HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, the HITECH Act and the HITECH Standards;

1. Definitions.

Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Information Portability and Accountability Act of 1996, codified as 42 U.S.C. §1320d ("**HIPAA**"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the "**HITECH Act**"), and any current and future regulations promulgated under HIPAA or the HITECH Act.

- 1.1. **Breach** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "**HIPAA Privacy Regulations**") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:
 - (a) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or
 - (b) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or
 - (c) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- 1.2. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is (a) the medical and billing records about Individuals maintained by or for a covered healthcare provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) information used in whole or in part by or for the Covered Entity to make decisions about Individuals.
- 1.3. **Electronic Protected Health Information** or **Electronic PHI** means Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.
- 1.4. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person

CUYAHOGA COUNTY – BOARD OF HEALTH

who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

- 1.5. **HIPAA Privacy Regulations** shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.6. **HIPAA Security Regulations** shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and C of part 164.
- 1.7. **HITECH Standards** means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.
- 1.8. **Individually Identifiable Information** means information that is a subset of health information, including demographic information collected from an individual, and:
 - (a) is created or received by a health care provider, health plan, employer or health care clearinghouse; and
 - (b) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:
 - that identifies the individual or can lead to the identity of the individual; or
 - with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.9. **Protected Health Information or PHI** shall have the same meaning as the term “protected health information” in ORC 3701.17(A)(2) and 45 C.F.R. §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity including, but not limited to Electronic PHI.
- 1.10. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 1.11. **Unsecured Protected Health Information** shall mean Electronic PHI that is not secured through the use of technology or methodology specified by the Secretary in regulations or as otherwise defined in section 13402(h) of the HITECH Act.

2. Rights and Obligations of Business Associate

- 2.1. **Limitation on Uses and Disclosures** Business Associate agrees to not use or further disclose animal bite records information about dog bite victims and/or individually identifiable information or PHI other than as permitted or required by the Agreement or as required by law. Notwithstanding the foregoing, Business Associate may (1) use and disclose individually identifiable information or PHI to perform the animal control services and/or civil or criminal prosecution services against the animal owner agreed to by the Parties; or (2) use or disclose PHI for the proper management and administration of Business Associate or in accordance with its legal responsibilities.
- 2.2. **Subcontractors.** In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to require any subcontractor to whom it provides Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agree to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information.
- 2.3. **Safeguards.** Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement.
- 2.5. **Notice of Use or Disclosure, Security Incident or Breach.**
 - (a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. §164.304) involving Electronic PHI, and any Breach of Unsecured Protected Health Information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach. However, if a delay is requested by a law enforcement official in accordance with 45 C.F.R. §164.412,

CUYAHOGA COUNTY – BOARD OF HEALTH

Business Associate may delay notifying Covered Entity for the applicable time period.

- (b) Covered Entity will be responsible for providing notification to Individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.
- (c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
- (d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, “**Unsuccessful Security Incidents**” include activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI

- 2.6. **Access.** Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity (but in no event less than fifteen (15) days after the request), to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access. If Covered Entity requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in the Business Associate’s control or custody, Business Associate shall provide an electronic copy in the form and format specified by Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine a reasonable, alternative form and format that enables Covered Entity to meet its electronic access obligations under 45 C.F.R. §164.524.
- 2.7. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees, upon request of Covered Entity or an Individual.
- 2.8. **Disclosure of Practices, Books and Records.** Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time and manner designated by the Covered Entity or Secretary, for the purposes of the Secretary in determining the Parties compliance with HIPAA, the HITECH Act and corresponding regulations.
- 2.9. **Accounting.** Business Associate agrees to provide Covered Entity an accounting of PHI disclosures made by Business Associate, including disclosures made for treatment, payment and health care operations. The accounting shall be made within a reasonable amount of time upon receipt of a request from Covered Entity (but in no event less than thirty (30) days after the request).
- 2.10. **Security of Electronic Protected Health Information.** Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware.
- 2.11. **Minimum Necessary.** To limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.12. **Permitted Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate HIPAA or the HITECH Act if done by the Covered Entity.
- 2.13. **Compliance with Subpart E.** To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

3. Obligations of Covered Entity

CUYAHOGA COUNTY – BOARD OF HEALTH

- 3.1. **Notice of Privacy Practices of Covered Entity.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.
- 3.2. **Restrictions in Use of PHI.** Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.3. **Changes in the Use of PHI.** Covered Entity agrees to notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such change or revocation affects Business Associate's use or disclosure of PHI.
- 3.4. **Appropriate Requests.** Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would violate the HIPAA Privacy Regulations or the HITECH Act if done by Covered Entity.

4. Term and Termination

- 4.1. **Term.** The Term of this Agreement shall be effective as of the date listed above and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- 4.2. **Termination for Cause.** Upon either Party's determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:
 - (a) Provide an opportunity for the breaching Party to cure the breach or end the violation within a reasonable time designated by Covered Entity (but not more than thirty (30) days), and if the breaching Party does not cure the breach or end the violation within a reasonable time, terminate this Agreement;
 - (b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible; or
 - (c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HITECH Act.
- 4.3. **Effect of Termination.**
 - (a) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, except for PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; provided that Business Associate shall return or destroy such information when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. This provision shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5. Miscellaneous

- 5.1. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations or standards in regard to such laws. This Agreement may only be amended in a writing signed by both Parties.
- 5.2. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this

CUYAHOGA COUNTY – BOARD OF HEALTH

Agreement.

- 5.3. **Ambiguity.** Any ambiguity of this Agreement shall be resolved to permit the Parties to comply with the HITECH Act, HIPAA, and the Privacy and Security Rules and other implementing regulations and guidance.
- 5.4. **Status of Parties.** Business Associate is an independent contractor of Covered Entity. Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency. No employee or agent of Business Associate shall be deemed to be an employee or agent of Covered Entity, and no employee or agent of Covered Entity shall be deemed to be an employee or agent of Business Associate.
- 5.5. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- 5.6. **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 5.7. **Notices.** All notices and communications required by this Addendum shall be in writing to _____ for the Covered Entity and to Chief Stanton Korinek for Business Associate. Notices and communications shall be given in one of the following forms: (i) delivery in person; (ii) by a nationally-recognized, next day courier service; (iii) by first class, registered or certified mail, postage pre-paid; or (iv) by electronic mail to the address that each Party specifies in writing.
- 5.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral, with regard to this same subject matter.

Accepted and Agreed

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written above

	<u>COVERED ENTITY</u>	<u>BUSINESS ASSOCIATE</u>
Company:	<u>Cuyahoga County Board of Health</u>	<u>City of Brecksville</u>
Representative Printed Name:	<u>Roderick Harris</u>	<u>Daryl J. Kingston</u>
Representative Title:	<u>Health Commissioner</u>	<u>Mayor/Safety Director</u>
Date of Signature:	_____	_____
Signature:	_____	_____

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO A BUSINESS ASSOCIATE AGREEMENT
WITH THE CUYAHOGA COUNTY BOARD OF HEALTH;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into a Business Associate Agreement with the Cuyahoga County Board of Health for public health services related to the sharing of animal bite reports and associated investigative records which may contain medical information that is protected, a copy of which Agreement is attached hereto as Exhibit “A” and expressly made a part hereof by reference.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to implement the Agreement for needed public health services, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
CUYAHOGA COUNTY – BOARD OF HEALTH

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "**Agreement**"), dated _____, 2025, is entered into by and between The Cuyahoga County Board of Health ("**Covered Entity**") and the City of Brecksville, Ohio (the "**Business Associate**") (each a "**Party**" and collectively the "**Parties**").

Recitals

WHEREAS, Business Associate is under contract with the Covered Entity where the Covered Entity provides public health services on behalf of the Business Associate under Ohio law;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under Ohio Revised Code 3701.17 and may also be protected by such other laws as HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, the HITECH Act and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Covered Entity, by law, receives copies of all dog bite incident reports from local hospitals, medical professionals and/or legal authorities and conducts an investigation into the health of the animal and the persons involved which results in the creation of certain records documenting these activities, and

WHEREAS, Business Associate desires to receive from the Covered Entity a copy of all such animal bite reports and investigation records that relate to Brecksville properties or owners or victims, and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information as required pursuant to Ohio Revised Code Section 3701.17(B)(2) and/or HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, the HITECH Act and the HITECH Standards;

1. Definitions.

Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Information Portability and Accountability Act of 1996, codified as 42 U.S.C. §1320d ("**HIPAA**"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the "**HITECH Act**"), and any current and future regulations promulgated under HIPAA or the HITECH Act.

- 1.1. **Breach** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "**HIPAA Privacy Regulations**") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:
 - (a) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or
 - (b) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or
 - (c) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- 1.2. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is (a) the medical and billing records about Individuals maintained by or for a covered healthcare provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) information used in whole or in part by or for the Covered Entity to make decisions about Individuals.
- 1.3. **Electronic Protected Health Information** or **Electronic PHI** means Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.
- 1.4. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person

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who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

- 1.5. **HIPAA Privacy Regulations** shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.6. **HIPAA Security Regulations** shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and C of part 164.
- 1.7. **HITECH Standards** means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.
- 1.8. **Individually Identifiable Information** means information that is a subset of health information, including demographic information collected from an individual, and:
 - (a) is created or received by a health care provider, health plan, employer or health care clearinghouse; and
 - (b) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:
 - that identifies the individual or can lead to the identity of the individual; or
 - with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.9. **Protected Health Information or PHI** shall have the same meaning as the term “protected health information” in ORC 3701.17(A)(2) and 45 C.F.R. §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity including, but not limited to Electronic PHI.
- 1.10. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 1.11. **Unsecured Protected Health Information** shall mean Electronic PHI that is not secured through the use of technology or methodology specified by the Secretary in regulations or as otherwise defined in section 13402(h) of the HITECH Act.

2. Rights and Obligations of Business Associate

- 2.1. **Limitation on Uses and Disclosures** Business Associate agrees to not use or further disclose animal bite records information about dog bite victims and/or individually identifiable information or PHI other than as permitted or required by the Agreement or as required by law. Notwithstanding the foregoing, Business Associate may (1) use and disclose individually identifiable information or PHI to perform the animal control services and/or civil or criminal prosecution services against the animal owner agreed to by the Parties; or (2) use or disclose PHI for the proper management and administration of Business Associate or in accordance with its legal responsibilities.
- 2.2. **Subcontractors.** In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to require any subcontractor to whom it provides Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agree to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information.
- 2.3. **Safeguards.** Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement.
- 2.5. **Notice of Use or Disclosure, Security Incident or Breach.**
 - (a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. §164.304) involving Electronic PHI, and any Breach of Unsecured Protected Health Information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach. However, if a delay is requested by a law enforcement official in accordance with 45 C.F.R. §164.412,

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Business Associate may delay notifying Covered Entity for the applicable time period.

- (b) Covered Entity will be responsible for providing notification to Individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.
- (c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
- (d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, “**Unsuccessful Security Incidents**” include activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI

- 2.6. **Access.** Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity (but in no event less than fifteen (15) days after the request), to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access. If Covered Entity requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in the Business Associate’s control or custody, Business Associate shall provide an electronic copy in the form and format specified by Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine a reasonable, alternative form and format that enables Covered Entity to meet its electronic access obligations under 45 C.F.R. §164.524.
- 2.7. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees, upon request of Covered Entity or an Individual.
- 2.8. **Disclosure of Practices, Books and Records.** Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time and manner designated by the Covered Entity or Secretary, for the purposes of the Secretary in determining the Parties compliance with HIPAA, the HITECH Act and corresponding regulations.
- 2.9. **Accounting.** Business Associate agrees to provide Covered Entity an accounting of PHI disclosures made by Business Associate, including disclosures made for treatment, payment and health care operations. The accounting shall be made within a reasonable amount of time upon receipt of a request from Covered Entity (but in no event less than thirty (30) days after the request).
- 2.10. **Security of Electronic Protected Health Information.** Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware.
- 2.11. **Minimum Necessary.** To limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.12. **Permitted Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate HIPAA or the HITECH Act if done by the Covered Entity.
- 2.13. **Compliance with Subpart E.** To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

3. Obligations of Covered Entity

CUYAHOGA COUNTY – BOARD OF HEALTH

- 3.1. **Notice of Privacy Practices of Covered Entity.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.
- 3.2. **Restrictions in Use of PHI.** Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.3. **Changes in the Use of PHI.** Covered Entity agrees to notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such change or revocation affects Business Associate's use or disclosure of PHI.
- 3.4. **Appropriate Requests.** Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would violate the HIPAA Privacy Regulations or the HITECH Act if done by Covered Entity.

4. Term and Termination

- 4.1. **Term.** The Term of this Agreement shall be effective as of the date listed above and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- 4.2. **Termination for Cause.** Upon either Party's determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:
 - (a) Provide an opportunity for the breaching Party to cure the breach or end the violation within a reasonable time designated by Covered Entity (but not more than thirty (30) days), and if the breaching Party does not cure the breach or end the violation within a reasonable time, terminate this Agreement;
 - (b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible; or
 - (c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HITECH Act.
- 4.3. **Effect of Termination.**
 - (a) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, except for PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; provided that Business Associate shall return or destroy such information when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. This provision shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5. Miscellaneous

- 5.1. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations or standards in regard to such laws. This Agreement may only be amended in a writing signed by both Parties.
- 5.2. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this

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Agreement.

- 5.3. **Ambiguity.** Any ambiguity of this Agreement shall be resolved to permit the Parties to comply with the HITECH Act, HIPAA, and the Privacy and Security Rules and other implementing regulations and guidance.
- 5.4. **Status of Parties.** Business Associate is an independent contractor of Covered Entity. Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency. No employee or agent of Business Associate shall be deemed to be an employee or agent of Covered Entity, and no employee or agent of Covered Entity shall be deemed to be an employee or agent of Business Associate.
- 5.5. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- 5.6. **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 5.7. **Notices.** All notices and communications required by this Addendum shall be in writing to _____ for the Covered Entity and to Chief Stanton Korinek for Business Associate. Notices and communications shall be given in one of the following forms: (i) delivery in person; (ii) by a nationally-recognized, next day courier service; (iii) by first class, registered or certified mail, postage pre-paid; or (iv) by electronic mail to the address that each Party specifies in writing.
- 5.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral, with regard to this same subject matter.

Accepted and Agreed

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written above

	<u>COVERED ENTITY</u>	<u>BUSINESS ASSOCIATE</u>
Company:	<u>Cuyahoga County Board of Health</u>	<u>City of Brecksville</u>
Representative Printed Name:	<u>Roderick Harris</u>	<u>Daryl J. Kingston</u>
Representative Title:	<u>Health Commissioner</u>	<u>Mayor/Safety Director</u>
Date of Signature:	_____	_____
Signature:	_____	_____

**A RESOLUTION ACCEPTING THE BID OF THE
SUTPHEN CORPORATION AND AUTHORIZING A
PURCHASE AGREEMENT FOR A NEW BRECKSVILLE
FIRE ENGINE; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The bid of The Sutphen Corporation for a new fire engine for the Brecksville Fire Department, in an amount not to exceed one million, two hundred eight thousand, six hundred thirty-four dollars (\$1,208,634.00), as set forth on their Bid Form, dated July 21, 2025, be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the Sutphen Purchase Agreement, a copy of which Agreement is attached hereto as Exhibit "A."

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the equipment, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 5, 2025

APPROVED: August 5, 2025

MAYOR

CLERK OF COUNCIL



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT made and entered into this ___ day of ___ August ___ 2025___ by and between THE SUTPHEN CORPORATION, an Ohio Corporation, of Dublin, Ohio, hereinafter called "SUTPHEN" and _____ City of Brecksville _____ of _____ Brecksville, OH _____, hereinafter called "PURCHASER", sets forth the terms whereby Purchaser agrees to purchase a fire apparatus from Sutphen pursuant to the terms contained herein.

PURCHASE: Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal Dated ___ 7/21/25 ___ and made a part hereof, and the Proposal Price Page with the Sutphen Terms and Conditions also made part of this Agreement as attached hereto ("Proposal"). The Council of the City of Brecksville, pursuant to Ordinance # _____, adopted on the ___ day of ___ August _____, 2025, authorized the Mayor of the City of Brecksville to enter into a contract on behalf of the Purchaser, after advertising for bids therefore as required by law, for the provisions of a fire engine for the Brecksville Fire Department. Sutphen has submitted its bid therefore, which bid is attached hereto and made a part hereof and marked as "Exhibit One". Sutphen shall furnish the apparatus to the Purchaser in accordance with its bid and the specifications of the Purchaser.

1. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total Purchase Price of One Million Two Hundred Eight Thousand Six Hundred Thirty Four & 0/100 (\$1,208,634.00)

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement; however, acceptance of such termination shall be at Sutphen's sole and absolute discretion. If the termination

request is approved, a cancellation fee equal to 5% of the original contract purchase price will be applied.

Any price increase required to fulfill the Proposal shall require the Purchaser and Sutphen to agree in advance to a Change Order. A Change Order is subject to legislative approval of the Council of the City of Brecksville. No Change Order shall be processed by Sutphen unless it is accompanied by a certified copy of the Council Resolution or Ordinance that authorized the Change Order.

2. **PAYMENT**: Final payment shall be made at the time of final inspection at the factory as per Sutphen Proposal Terms and Conditions. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.
3. **FINAL COMPLETION**: The apparatus and equipment being purchased hereunder shall be completed within approximately 36-38 months after the receipt and acceptance of this agreement at Sutphen's office as per Sutphen Proposal, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.
4. **MANUFACTURER'S CERTIFICATE OF ORIGIN**: Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with the terms of this Agreement. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen.
5. **SUTPHEN WARRANTIES**: Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased. Warranties are provided for Frame, Cab, Plumbing and Body and are attached as Exhibit Two
6. **SHORTAGES AND OMISSIONS**: The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the

price of any such shortages as determined by Sutphen.

7. **DEFAULT**: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
8. **PURCHASER GUARANTEES**: With the signing of this agreement, Purchaser attests that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
9. **ACCEPTANCE**: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
10. **TAXES, ETC.**: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
11. **INSURANCE**: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.
12. **TERMINATION**: After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.
13. **GENERAL**: This agreement and the Sutphen Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen Proposal. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is also issued, this Agreement and the Sutphen Proposal Terms and Conditions shall supersede the terms in the Purchase Order where terms may be inconsistent. This Agreement may be signed in counterparts by the parties, each of which shall be deemed an original, but all of which together shall be deemed to be

one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

14. **GOVERNS:** This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Cuyahoga County Court of Common Pleas, Cleveland, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

**SALES REPRESENTATIVE OF
THE SUTPHEN CORPORATION**

By Andy J. Herb
Sales Representative

Accepted at offices of:
The Sutphen Corporation
6450 Eiterman Rd.
Dublin, Ohio 43016

By _____

Title _____

Date _____

PURCHASER

By _____

Title _____

Date _____

By _____

Title _____

Date _____



STANDARD VEHICLE WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original purchaser of a Sutphen vehicle, that it will provide for repairs to the Sutphen vehicle during the warranty period, in accordance with the following items, conditions, limitations and exclusions.

1. **---What is covered except as otherwise stated below:** Sutphen shall provide repair or replacement, at the sole option of Sutphen, of any part of a Sutphen vehicle in which a defect in materials or workmanship appears under normal use, maintenance or service.
2. **---Warranty period:** This limited warranty is in effect for a period of twelve (12) months or 24,000 miles, whichever comes first. The warranty period will begin on the date the vehicle is delivered to the original purchaser. This limited warranty is void if the odometer has been disconnected, its reading has been altered, or true and accurate mileage cannot be otherwise determined by Sutphen.
3. **---Other warranties:** The manufacturers of other equipment and components, installed on the vehicle, including but not limited to engine, transmission, axles, pumps and signaling devices and other installed equipment, may provide their own warranties. These warranties are separate from the Sutphen Limited Warranty and shall constitute the sole and exclusive warranty for those specific covered components. Sutphen shall have no duty or obligation to repair or replace such components. Please review each manufacturer's warranty for descriptions and details of their respective warranty.
4. **---Purchaser responsibilities:** Normal maintenance such as those detailed in the Sutphen Operation and Maintenance Manuals are the responsibility of the purchaser. Failure to comply with such maintenance voids this limited warranty.
5. **---What is not covered:** This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period.
Examples of items not covered include, but are not limited to:
 - A. Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, tires, transmission or generator that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
 - B. Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
 - C. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
 - D. Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
 - E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
 - F. Normal maintenance such as lubrication, filter replacement, fluid replacement, belts, hoses, clutch, brake linings, brake drums, or disc brake rotors and electric accessories, etc.
 - G. Batteries, tires, light bulbs.
 - H. Towing charges and storage expenses.
 - I. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
 - J. Discharge and compound gauges from freezing.
 - K. Leaking seals on discharge and suction valves.
 - L. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
 - M. Hydraulic failures caused by incorrect or contaminated oil.
 - N. This warranty terminates upon transfer or ownership of the vehicle from the original purchaser.
 - O. Damage caused from not following cab and body washing and care procedures located on truck and in operation and maintenance manual.

6. ---Obtaining repairs:

- A. All limited warranty work must be authorized by Sutphen prior to repairs being attempted.
- B. To obtain limited Warranty Repairs the vehicle must be taken by customer to an Authorized Sutphen Service Center within the limited warranty period. To find the name and location of the nearest Authorized Sutphen Service Center in your area, call 1-800-726-7030 or 1-800-548-5860 or write Sutphen/Warranty Administration, 7000 Columbus-Marysville Rd., Amlin, OH 43002.
- C. Sutphen reserves the right to inspect the vehicle before repairs are made and Sutphen shall be deemed the sole judge as to whether there is a defect in materials or workmanship under normal use, maintenance or service.
- D. Any part or parts considered to be covered by the conditions of this warranty shall be returned, freight prepaid, to Sutphen, or to such other location as may be approved by the company. Replacement or repair of parts determined to be within the warranty shall be F.O.B. at Sutphen.
- E. In an emergency, where an Authorized Sutphen Service Center is not reasonably available, contact Sutphen Service Department for instructions. Repairs may be performed, **at purchaser's risk**, at any available service establishment chosen by purchaser. Purchaser must contact Sutphen Service Department the first business day after completion of repairs. Approved repair invoices must be received by Sutphen within sixty (60) days of repairs. Upon Sutphen's receipt of invoice, Sutphen will review the invoice for reimbursement to the purchaser. Any reimbursement will consist only of the reasonable and customary repair expenses normally covered under the Sutphen Limited Warranty. Sutphen will assume no liability and will not warrant the workmanship or components which are the subject of any reimbursement under this policy.

7. ---Warranty limitations:

- A. Nothing contained in this warranty shall make Sutphen liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the machine.
- B. To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of Sutphen or the Seller, including liability for incidental and consequential damages.
- C. Sutphen makes no representation that the machine has the capacity to perform any functions other than as contained in the company's written literature, catalogs or specifications accompanying delivery of the machine.
- D. No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of Sutphen in connection with sale, service or repair of any apparatus manufactured by the company.
- E. Sutphen reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:

Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800)848-5860

June 1, 1997 Supersedes All Previous Warranties



APPARATUS BODY & HEAVY DUTY RESCUE BODY TEN (10) YEARS STRUCTURAL INTEGRITY WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants each new body and heavy duty rescue body manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to body tubular support and mounting structures and other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery, as follows: first five years, one hundred percent (5-100%); sixth year, seventy-five percent (6-75%); seventh and eight years, fifty percent (7/8-50%); ninth and tenth years, twenty five percent (9/10-25%).

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.

- I. ----(1) Normal maintenance services or adjustments;(2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgement, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the body due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.
- J. ----This warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weight limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

June 1, 1997 Supersedes All Previous Warranties



TEN (10) YEARS CAB STRUCTURAL INTEGRITY WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants the cab of each new custom fire and rescue vehicle manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to the cab tubular support and mounting structures and to the other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this warranty is subject to the conditions precedent: (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen's designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery as follows: first three years, one hundred percent; four years, seventy-five percent; five years, fifty percent; six years, forty percent; seven years, twenty-five percent; eight years, twenty percent; nine years, fifteen percent; ten years, ten percent.

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, tires, generators, or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. --- (1) Normal maintenance services or adjustments; (2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgement, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the cab due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.
- J. ---This warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded,

loaded beyond specified compartment weights limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

January 1, 2001 Supersedes All Previous Warranties



LIFETIME FRAME WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original user/purchaser only of a Sutphen chassis, that the frame rails are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

Sutphen's obligation under this warranty is strictly limited to repairing, as the company may elect, any part or parts of such frame rails which the company's examination discloses to be defective in material or workmanship. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location are the responsibility of the user/purchaser.

Sutphen's obligation under this warranty is subject to the conditions (1) the claimed failure shall have first appeared during the warranty period; (2) the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notifications, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, additional welding or drilling of rails or flanges without the written authorization of Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner. The frame and under carriage shall be washed and painted, by the owner, where needed, semi-annually or as conditions require; if rust starts, it must be properly primed and painted or warranty shall be voided.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing.

If Ziebart undercoating is provided on the apparatus, purchaser is required to have undercoating inspected annually by an Authorized Ziebart Dealer for a minimum of 10 years.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- B. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- C. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- D. ---Damage caused by failure to follow the requirements of the maintenance schedule.
- E. ---Towing charges and storage expenses.
- F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- G. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:

Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

April 1, 2001 Supersedes All Previous Warranties



TEN (10) YEARS PLUMBING WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants the stainless steel pipe and ancillary brass fittings used in the construction of the water plumbing system, for a period of ten (10) years, provided the vehicle is used in a normal and reasonable manner. This warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of above mentioned item(s) in which a defect in materials or workmanship appears within the limited warranty period.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

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September 20, 2005 Supersedes All Previous Warranties

EXHIBIT ONE

City of Brecksville
Brecksville Fire Department New Fire Engine Project

July, 2025
Page 14

BID FORM

7/21, 2025

CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE, OH 44141

Attention: Monica Bartkiewicz, Director of Purchasing

Having carefully examined the Bidding and Contract Documents and all addenda thereto, the undersigned hereby proposes and agrees to furnish all the work necessary to complete the Brecksville Fire Department New Fire Engine Project and all associated work as shown on the Drawings, enumerated and described in the Specifications, including all Addenda thereto for the sum stated below.

Bidder agrees to perform all other items specified in the technical specifications and in these Bidding and Contract Documents, all work incidental to the specified items, and all work which may be reasonably inferred from the Contract Documents to complete the Project at no additional cost to the City.

The City reserves the right to increase or diminish the work (in its entirety) or to omit any one or more items, as it may deem desirable without any affect to pricing.

Contracting Firm Submitting Bid:

NAME: Sutphen Corporation

ADDRESS: 6450 Eiterman Rd Dublin, OH 43016

TELEPHONE: 614-889-1005

SIGNATURE AND TITLE OF SUBMITTER: Andy Hunt, Board of Directors

STATE OF INCORPORATION: OH

DATE OF SUBMISSION: 7/15/25

exhaust treatment system which includes: • DPF (diesel particulate filter) • DEF Injector/Reactor • SCR (selective catalytic reducer) The DEF injector/reactor utilizes the DEF fluid, which consists of urea and purified water, to convert NOx into nitrogen and water. This will meet or exceed 2027 EPA emissions requirements. A heated aftertreatment system shall be provided that is powered from a belt-driven 48V alternator on the engine. The Stainless Steel Flexible Bellows shall be used to isolate the exhaust system from engine vibrations. The single canister Aftertreatment Unit shall be mounted under the right side frame rail, meeting the specific engine manufacturer's specifications and current emission level requirements. The heat diffuser outlet shall be directed to the forward side of the rear wheels, exiting the right side with a heavy duty heat diffuser. The heat diffuser shall prevent the exhaust temperature from exceeding 851 deg. F during a regeneration cycle. INSULATED JACKETS Heat-absorbing, removable, insulated jackets shall be provided on the exhaust system from the turbo outlet in the engine compartment to the Aftertreatment Unit. The jackets will cover all piping, including the bellows, between the engine and the Aftertreatment Unit per engine manufacturers requirements insuring that the exhaust stream temperature remains elevated to ensure functionality with the Aftertreatment Unit. Additionally, the insulated jackets will protect the engine componentry from excessive heat generated by the exhaust.		
<u>ON-BOARD DIAGNOSTIC (OBD) SYSTEM</u> The engine shall be equipped with an on-board diagnostic (OBD) system which shall monitor emissions related engine systems and components and alert the operator of any malfunctions. The OBD system is designed to further enhance the engine and operating system by providing early detection of emission related faults. The engine control unit (ECU) will manage smart sensors located throughout the engine and after-treatment system. The system shall monitor component verification and sensor operation. There shall be warning lights located in the dash instrument panel to alert the operator of a malfunction. A data port shall be provided under the driver's side dash for the purpose of code reading and	yes	

troubleshooting. All communication shall be provided through the J1939 data link.		
<u>ENGINE WARRANTY</u> The engine shall have a five (5) year or 100,000 mile warranty and approval by Cummins Diesel for Full Engine Coverage Plan (RVF) or Approved Equal plan – including most complete engine coverage plan, which includes EGR components installation in the chassis. There shall be no deductible for the first two (2) years. A One Hundred Dollar (\$100) deductible shall apply for service beginning the third year.	yes	
<u>AFTERTREATMENT WARRANTY</u> The engine shall have a five (5) year or 100,000 mile aftertreatment coverage warranty, which covers failures of the Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins or Approved Equal material or factory workmanship.	yes	
<u>ENGINE AIR INTAKE</u> The engine air intake and filter shall be designed in accordance with the engine manufacturer's recommendations. It shall be 99.9% effective in removing airborne contaminants when tested per the industry standard SAE J726 procedure and offer a dirt holding capacity of at least 3.0 gm/cfm of fine dust, tested per SAE J726, offering superior engine protection. The air filter shall be located at the front of the apparatus and shall be at least 66" above the ground, to allow fording deep water in an emergency situation. An ember separator shall be provided in the engine air intake meeting the requirements of NFPA. An Air Restriction warning light shall be provided and located on the cab dash.	yes	
<u>PRIMARY FUEL FILTER/WATER SEPARATOR</u> A Cummins approved Fleetguard Fuel Pro FH230 fuel filter/water separator or Approved Equal shall be remote mounted to the chassis frame rail.	yes	
<u>SECONDARY FUEL FILTER</u> A Cummins approved Fleetguard FF825NN fuel filter or Approved Equal will be mounted on driver's side of the engine.	yes	

cooling system. The radiator shall be equipped with a drain cock to drain the coolant for serviceability. The drain cock shall be located at the lowest point of the aluminum cooling system to maximize draining of the system.		
<u>CHARGE AIR COOLER</u> The charge air cooler shall be of a cross-flow design and constructed completely of aluminum with extruded tanks. The charge air cooler shall be bolted to the top of the radiator to allow a single depth core.	yes	
<u>COOLANT</u> The cooling system shall be filled with a 50/50 mix. The coolant makeup shall contain ethylene glycol and deionized water to prevent the coolant from freezing to a temperature of -34 degrees F.	yes	
<u>HOSES & CLAMPS</u> Silicone hoses shall be provided for all engine coolant lines. All radiator hose clamps shall be spring loaded stainless steel constant torque hose clamps for all main hose connections to prevent leaks. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.	yes	
<u>FAN</u> The engine cooling system shall incorporate a heavy-duty composite 11-blade Z-series or Approved Equal fan. It shall provide the highest cooling efficiently while producing the lowest amount of noise. This robust yet light-weight fan results in less wear and stress on motors and bearings. A shroud and recirculation shield system shall be used to ensure air that has passed through the radiator is not drawn through again. The fan tip to radiator core clearance shall be kept at a minimal distance to increase the efficiency of the fan and reduce fan blast noise.	yes	
<u>FAN CLUTCH</u> A fan clutch shall be provided that shall allow the cooling fan to	yes	

operate only when needed. The fan shall remain continuously activated when the truck is placed in pump gear.		
<u>SURGE TANK</u> The cooling system shall be equipped with an aluminum surge tank mounted to the officer's side of the cooling system core. The surge tank shall house a low coolant probe and sight glass to monitor the coolant level. Low coolant shall be alarmed with the check engine light. The surge tank shall be equipped with a dual seal cap that meets the engine manufacturer's pressure requirements, and system design requirements. The tank shall allow for expansion and to remove entrained air from the system. There shall also be an extended fill neck to prevent system overfill and encroachment of expansion air space. Baffling shall be installed in the tank to prevent agitated coolant from being drawn into the engine cooling system.	yes	
<u>STAINLESS STEEL FUEL TANK</u> The chassis shall be equipped with a 65-gallon stainless steel rectangular fuel tank. The fuel tank shall be certified to meet FMVSS 393.67 tests. It shall also maintain engine manufacturer's recommended expansion room of 5%. The tank shall be removable by means of six (6) bolted connections and dropped. One (1) tank baffle shall be used. Dual pick-up and return ports with a single 3/4" tank drawtube shall be provided for diesel generators if required. The fuel lines shall be nylon braid reinforced fuel hose with brass fittings. The lines shall be carefully routed along the inside of the frame rails. All fuel lines are covered in high temperature rated split plastic loom. Single suction and return fuel lines shall be provided. The fuel tank shall be mounted in a saddle with a barrier between the tank and the saddle. The bottom of the fuel tank shall contain a 1/2" drain plug.	yes	
<u>FUEL FILL</u> The fuel tank shall be equipped with a 2-1/4" filler neck assembly with a 3/4" vent located on the driver's side of the truck. A fuel fill cap attached with a lanyard shall be provided.	yes	

<u>FUEL COOLER</u> Installed on the apparatus fuel system shall be an air-to-liquid aluminum fuel cooler. The fuel cooler shall be located in the lowest module of the cooling system.	yes	
<u>DIESEL EXHAUST FLUID TANK</u> The exhaust system shall include a molded cross linked polyethylene tank. The tank shall have a capacity of five (5) usable gallons and shall be mounted on the left side of the chassis frame. The Diesel Exhaust Fluid ("DEF") tank fill neck shall accept only a 19mm dispensing nozzle versus the standard 22mm diesel fuel dispensing nozzle to prevent cross contamination. The DEF tank cap shall be blue in color to further prevent cross contamination. A placard shall accompany fill location noting DEF specifications.	yes	
<u>ALTERNATOR</u> A 420 ampere Prestolite/Leece Neville or Approved Equal alternator with serpentine belt shall be provided. The alternator shall generate 260 amperes at idle.	yes	
<u>LOW VOLTAGE ALARM</u> A Floyd Bell TXB-V86-515-QF low voltage alarm, audible and visual, shall be provided.	yes	
<u>BATTERIES</u> The battery system shall be a single system consisting of four (4) negative ground, 12-volt Interstate Group 31 MHD or Approved Equal batteries, cranking performance of 950 CCA each with total of 3800 amps, 185-minute reserve capacity with 25 ampere draw at 80 degrees Fahrenheit. Each battery shall have 114 plates. The batteries shall include a one-year warranty which shall be accepted nationwide. The batteries shall be installed in a vented 304 stainless steel battery box with a removable aluminum cover to protect the batteries from road dirt and moisture. The battery cover shall be secured with four (4) "T" handle rubber hold downs to provide easy access for maintenance and inspection. Stainless steel hardware will be used for installation. The batteries are to be	yes	

placed on dri-deck and secured with a fiberglass hold down. The batteries shall be wired directly to starter motor and alternator. The battery cables shall be 3/0 gauge. Battery cable terminals shall be soldering dipped, color-coded and labeled on heat shrink tubing with a color-coded rubber boot protecting the terminals from corrosion. There shall be a 350-ampere fuse protecting the pump primer and a 250-ampere fuse protecting the electric cab tilt pump and other options as required.		
<u>BATTERY JUMPER TERMINAL</u> There shall be one set (two studs) of battery jumper terminals located by the battery box under the cab. The terminals shall have plastic color-coded covers. Each terminal shall be tagged to indicate positive/negative.	yes	
<u>BATTERY CHARGER</u> A Kussmaul Auto Charge Chief 4012 model #091-266-12-40 40 amp or Approved Equal battery charger shall be provided and installed in the cab. The unit shall include a built-in touch screen, IP32 rated, and configurable for 3-step or float charging. The charger shall be wired to the 120V shoreline inlet.	yes	
<u>120V SHORELINE INLET & AUTO EJECT</u> The apparatus shall be equipped with a 120V shoreline inlet to provide power to the battery charger from an external source. The inlet shall include a Kussmaul 091-55-266-XX Super 20 Auto Eject or Approved Equal featuring a built in OLED display on the cover. Also featuring a 12-volt solenoid which shall eject the shoreline cord away from vehicle path upon sensing engine start. After ejection, a weatherproof cover shall snap into position over inlet. A 20-amp connector shall be provided and shipped loose for connecting the external shoreline cord to the inlet.	yes	
<u>FOUR (4) 120-VOLT OUTLET WIRED TO SHORELINE INLET</u> Four (4) 120-volt outlet shall be provided and wired to the shoreline inlet. locations to be determined at preconstruction meeting.	yes	

<u>FRONT AXLE</u> A Hendrickson STEERTEK NXT non-driving, front steer axle with a capacity of 20,000 pound or Approved Equal shall be provided. The axle shall have a 3.74" drop and will have a fabricated boxed shaped cross section, a one piece knuckle, and serviceable king pin. Adjustable Ackerman or Approved Equal settings shall be available, and determine based on wheelbase. The axle shall have 10 bolt hub piloted, and furnished with oil seals.	yes	
<u>FRONT AXLE WARRANTY</u> The Hendrickson front axle or Approved Equal shall have a five (5) year manufacturer's warranty.	yes	
<u>SUSPENSION (FRONT)</u> The front suspension shall be a parabolic taper-leaf spring design, 56" long and 4" wide. Long life, maintenance free, threaded pin bushings in spring shackles shall be utilized. All spring and suspension mounting shall be attached directly to frame with high strength Huck or Approved Equal bolts and self-locking round collars. Progressive rate bump stop and custom tuned passive hydraulic damper shall be supplied.	yes	
<u>FRONT SUSPENSION WARRANTY</u> The Hendrickson front suspension or Approved Equal shall have a two (2) year manufacturer's warranty.	yes	
<u>STEER ASSIST</u> The steer assist provides driver assistance when turning the vehicle left or right while traveling.	yes	
<u>FRONT TIRES</u> Front tires shall be Michelin 385/65R22.5, load range L, X Multiway HD XZE tread, single tubeless type with a GAWR of 20,000 pounds or Approved Equal. Wheels shall be disc type, hub piloted, 22.5 x 12.25 10 stud 11.25 bolt circle.	yes	
<u>REAR AXLE</u> The rear axle shall be a Meritor™ RS-26-185 Single reduction drive axle with a capacity of 27,000 lbs or Approved Equal. The axles shall be hub piloted, ten (10) studs, furnished with oil seals.	yes	

<u>REAR AXLE WARRANTY</u> The Meritor rear axle or Approved Equal shall have a three (3) year manufacturer's warranty.	yes	
<u>TOP SPEED</u> The top speed shall be approximately 68 MPH.	yes	
<u>SUSPENSION (REAR)</u> 27,000 LB SPRING A Reyco model 14712-01 or Approved Equal rear spring suspension shall be provided. The rear semi-elliptic springs shall be 37-1/4" x 3 x 8 leaf with trailing arms. The trailing arms allow free movement of the axle from bump loads and deflections while holding the axle in chassis alignment. This suspension shall control axle wrap-up torque caused by accelerating or braking. The trailing arms shall be mounted in maintenance free rubber bushings at both ends. The left arm shall be adjustable in length for maximum accuracy of chassis alignment.	yes	
<u>REAR SUSPENSION WARRANTY</u> The Reyco or Approved Equal rear suspension shall have a manufacturer's warranty.	yes	
<u>REAR TIRES</u> Rear tires shall be Michelin 12R22.5, load range H, XDN2 Mud and Snow tread, dual tubeless type with a GAWR up to 27,000 pounds or Approved Equal. Wheels shall be disc type, hub piloted, 22.5 x 8.25 10 stud with 11.25" bolt circle.	yes	
<u>TIRE PRESSURE MONITOR</u> A Quick Pressure mechanical tire pressure sensor/indicator shall be provided for each wheel. The pressure sensor shall indicate if the tire is properly inflated. Each indicator shall have a green & red display visible inside a sight glass on the sensor. Full green indicates that the pressure is correct. Partial green/red indicates that the tire is under inflated by as little as 10%. Full red indicates that the tire is under inflated by 25% or more. The indicators shall replace the standard valve stem caps. A total of six (6) indicators shall be provided.	yes	

<u>WHEELS</u> The front and rear wheels shall be ALCOA® brand aluminum or Approved Equal. DURA-BRIGHT® finish or Approved Equal shall be provided on front and outside-rear wheels.	yes	
<u>HUB COVERS</u> Polished stainless steel hub covers shall be provided for the front and rear axle.	yes	
<u>LUG NUT CAPS</u> Chrome plated lug nut caps shall be provided for the front and rear wheels.	yes	
<u>FRONT MUD FLAPS</u> Hard rubber mud flaps shall be provided for front tires.	yes	
<u>REAR MUD FLAPS</u> Hard rubber mud flaps shall be provided for the rear tires.	yes	
<u>DATA, SAFETY & WARNING TAGS</u> All data, safety and warning tags shall be affixed with a commercial grade adhesive.	yes	
<u>AIR DISC BRAKES</u> The apparatus shall be equipped with Arvin Meritor DiscPlus EX225 Air Disc Brakes or Approved Equal. Each disc brake assembly shall include one (1) 17" vented rotor, one (1) lightweight hub, one (1) twin-piston caliper, and two (2) quickchange pads.	yes	
<u>AIR BRAKE SYSTEM</u> The vehicle shall be equipped with air-operated brakes. The system shall meet or exceed the design and performance requirements of current FMVSS-121 and test requirements of current NFPA Standards. Each wheel shall have a separate brake chamber. A dual treadle valve shall split the braking power between the front and rear systems. All main brake lines shall be color-coded nylon type protected in high temperature rated split plastic loom. The brake hoses from frame to axle shall have spring guards on both ends to	yes	

prevent wear and crimping as they move with the suspension. All fittings for brake system plumbing shall be brass. A Meritor Wabco System Saver 1200 air dryer or Approved Equal shall be provided. The air system shall be provided with a rapid build-up feature, designed to meet current NFPA 1901 requirements. The system shall be designed so the vehicle can be moved within 60 seconds of startup. The quick build up system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the 60-second buildup time. The vehicle shall not be required to have a separate on-board electrical air compressor or shoreline hookup to meet this requirement. Four (4) supply tanks shall be provided. One air reservoir shall serve as a wet tank and a minimum of one tank shall be supplied for each the front and rear axles. A Schrader fill valve shall be mounted in the front of the driver's step well. A spring actuated air release emergency/parking brake shall be provided on the rear axle. One (1) parking brake control shall be provided and located on the engine hood next to the transmission shifter within easy reach of the driver. The parking brake shall automatically apply at 35 ±10 PSI reservoir pressure. A Meritor WABCO IR-2 Inversion Relay Valve or Approved Equal, supplied by both the Primary and Secondary air systems, shall be used to activate the parking brake and to provide parking brake modulation in the event of a primary air system failure. Accessories plumbed from the air system shall go through a pressure protection valve and to a manifold so that if accessories fail they shall not interfere with the air brake system.		
<u>AIR BRAKE SYSTEM WARRANTY</u> The Wabco air brake system or Approved Equal shall have a three (3) year, 300,000 mile manufacturer's warranty.	yes	
<u>AIR BRAKE SYSTEM RELEASE VALVE</u> The vehicle shall be equipped with air-operated WABCO air brake release valve or Approved Equal located in the cab within an accessible reach to the driver.	yes	

<u>AUTOMATIC HEATED MOISTURE EJECTORS</u> Each air tank in the chassis braking system shall consist of a heated automatic moisture ejector to assist in keeping the air tanks and air lines free of debris and moisture. A manual pull cable shall be incorporated.	yes	
<u>AIR INLET</u> An air system inlet/fill connection shall be provided on the left hand side of the driver's step well. The inlet shall be connected to the air brake to allow constant air feed. A check valve shall be installed behind the air inlet.	yes	
<u>AUTO-EJECT</u> A Kussmaul Model 091-28 auto-eject with female coupling or Approved Equal shall be provided.	yes	
<u>ELECTRONIC STABILITY CONTROL SYSTEM</u> An Arvin Meritor / Wabco Electronic Stability Control (ESC) system or Approved Equal shall be provided and installed. The ESC system continually monitors the vertical acceleration, and yaw (horizontal plain rotation) of the vehicle, and compares it to a critical threshold where vehicle rollover may occur. When the critical threshold is met, the ESC shall intervene by reducing engine torque and engaging the engine retarder, while automatically applying both the steering and drive axle brakes as needed. In many cases, activation occurs before the driver is even aware it is needed.	yes	
<u>AIR BRAKING ABS SYSTEM</u> A Wabco ABS system or Approved Equal shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to axles and all electrical connections shall be environmentally sealed from water and weather and be vibration resistant. The system shall constantly monitor wheel behavior during braking. Sensors on each wheel transmit wheel speed data to an electronic processor, which shall sense approaching wheel lock and instantly modulate brake pressure up to 5 times per second to prevent wheel lock-up. Each wheel shall be individually controlled. 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, that circuit shall revert to normal braking action. A warning	yes	

light at the driver's instrument panel shall indicate malfunction to the operator. The system shall consist of a sensor clip, sensor, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the tooth wheel. 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 sensor and a microcomputer shall evaluate wheel slip in milliseconds.		
<u>AUTOMATIC SLIP RESPONSE</u> The Rockwell/Wabco 4 Channel Anti-lock braking system or Approved Equal shall be provided. The system shall be supplied with (ASR) Automatic slip response. The ASR controls slip under acceleration.	yes	
<u>COMPRESSION FITTINGS ON AIR SYSTEM (NO EXCEPTIONS)</u> All air line fittings installed on the chassis shall be compression style fittings. The following locations shall utilize push-on fittings: • Pressure protection valve (accessory block) • Double check valve (braking system, park brake) • One way check valve (brake valve tank) • Elbow Male Modified 1/4" tube x 1/4" MP (low air switch) • Elbow Male 1/4" tube x 3/8"MP (brake pedal solenoid) • Connector 1/4" x 3/8"MPT (brake pedal solenoid) • Switch stoplight (Wabco sealed switch/brake light and service brake switch) • Low pressure switch (PTC) (Wabco sealed switch/low air switch)	yes	
<u>MISCELLANEOUS CHASSIS EQUIPMENT</u> • Fluid capacity plate affixed below driver's seat. • Chassis filter part number plate affixed below driver's seat. • Maximum rated tire speed plaque near driver. • Tire pressure label near each wheel location. • Cab occupancy capacity label affixed next to transmission shifter.	yes	

• Do not wear helmet while riding plaque for each seating position. • NFPA compliant seat belt and standing warning plates provided.		
<u>ALUMINUM CAB</u> The cab shall be a full tilt 8-person 10" rear raised roof cab designed specifically for the fire service and manufactured by the chassis builder. Apparatus cabs that are not manufactured by the apparatus manufacturer shall not be acceptable.	yes	
<u>CAB DESIGN</u> The apparatus chassis shall be of an engine forward, fully enclosed tilt cab design. There shall be four (4) side entry doors. The cab shall be of a fully open design with no divider wall or window separating the front and rear cab sections. The cab shall be designed in a manner that allows for the optimum forward facing vision for crew. Cab designs that utilize roof mounted air conditioning units, are not desired. The cab shall be constructed of high strength 5052H32 aluminum plate welded to 6061-T6 extruded aluminum framing. The cab roof shall utilize 5" x 5" honeycomb re-enforced 6061 T6 aluminum extrusion, with fully radiused outer corner rails with integral drip channel and 6061 T6 ¾" x 2" x 3/16" aluminum box tubing type cross brace supports. Structures that do not include an integral drip channel will not be accepted. The box tubing type cross brace supports shall be installed in a curved fashion beginning from the midline of the apparatus cab and curving toward the exterior corner rails. This curvature will allow for increased strength in the event of a roll over while not allowing for rainwater buildup on the apparatus cab roof. The cab sides shall be constructed from 1 ½" x 3" x 3/16" 6061 T6 extruded door pillars and posts that provide a finished door opening, extruded and formed wheel well openings supports, formed aluminum wheel well liners and box tubing type support braces. The cab floor and rear cab wall shall utilize 1 ¾" x 4" x 3/16" 6061 T6 extruded box tubing type framing and support bracing. The framework shall be of a welded construction that fully unitizes the structural frame of the cab. The structural extrusion framework shall be overlaid with interlocked aluminum alloy sheet metal panels to form the exterior skin of the cab. The cab sides shall be constructed of 3/16" thick 5052H32 aluminum plate that slides into an integral channel of the extrusion framework. The plate is then skip welded into that channel to allow for tolerable flex while the apparatus travels down the roadway. Cab designs that utilize 1/8" thick aluminum for the cab sides shall not be acceptable. The structural extrusion framework shall support and distribute	Yes	

the forces and stresses imposed by the chassis and cab loads and shall not rely on the sheet metal skin for any structural integrity. The cab face extrusion framework shall be overlaid with 1/8" thick 5052H32 aluminum plate to allow for an aesthetically pleasing radiused cab face.		
<u>CAB SUB-FRAME</u> The cab shall be mounted to a 4" x 4" x 3/8" steel box tube sub-frame, and shall be isolated from the chassis, through the use of no less than six (6) elastomeric bushings. This substructure shall be completely independent of the apparatus cab. The sub frame shall be painted to match the primary chassis color. The sub-frame shall be mounted to the chassis through the use of lubricated Kaiser Bushings or Approved Equal for the front pivot point, and two (2) hydraulically activated cab latches, to secure the rear. Cab mounting that does not include a sub-frame shall not be considered.	yes	
<u>CAB DIMENSIONS</u> The cab shall be designed to satisfy the following minimum width and length dimensions: • Cab Width (excluding mirrors) 98" • Cab Length (from C/L of front axle) • To front of cab (excluding bumper) 70" • To rear of cab 73" • Total Cab Length (excluding bumper) 143"	yes	
<u>ROOF DESIGN</u> The cab shall be of a one-half 10" raised roof design with side drip rails and shall satisfy the following minimum height dimensions: Cab Dimensions Interior • Front 59" • Rear 69" Cab Dimensions Exterior • Front 65" • Rear 75"	yes	
<u>FENDER CROWNS</u> Polished stainless steel front axle fenderettes with full depth radiused wheel well liners shall be provided.	yes	

<u>CAB INSULATION</u> The exterior walls, doors, and ceiling of the cab shall be insulated from the heat and cold, and to further reduce noise levels inside the cab. The cab interior sound levels shall not exceed 80 decibels at 45 mph in all cab seat positions.	Yes	
<u>EXTERIOR GLASS</u> The cab windshield shall be of a two piece curved design utilizing tinted, laminated, automotive approved safety glass. The window shall be held in place by an extruded rubber molding. The cab shall be finished painted prior to the window installation.	Yes	
<u>SUN VISORS</u> The sun visors shall be made of dark smoke colored transparent polycarbonate. There shall be a visor located at both the driver and officer positions, recessed in a molded form for a flush finish.	Yes	
<u>CAB STRUCTURAL INTEGRITY</u> The cab of the apparatus shall be designed and so attached to the vehicle as to eliminate, to the greatest possible extent, the risk of injury to the occupants in the event of an accident. The apparatus cab shall be tested to specific load and impact tests with regard to the protection of occupants of a commercial vehicle. A test shall be conducted to evaluate the frontal impact strength of the apparatus cab to conform to the test J2420 and the "United Nations Regulation 29, Annex 3, paragraph 4, (Test A). A second test shall be conducted to evaluate the roof strength of the apparatus cab to conform to the Society Of Automotive Engineers (SAE) SAE J2422/SAE J2420 and "United Nations Regulation 29, Annex 3, paragraph 5, (Test B) and SAE J2420. The evaluation shall consist of the requirements imposed by ECE Regulation 29, Paragraph 5. The test shall be conducted by a certified independent third party testing institution. A letter stating successful completion of the above test on the brand of cab being supplied shall be included in the bid.	Yes	
<u>SEAT BELT TESTING</u> The seat belt anchorage system shall be tested to meet FMVSS	Yes	

207 Section 4.2a and FMVSS 210 section 4.2. Testing shall be conducted by an independent third party product evaluation company. A copy of the certification letter shall be supplied with the bid documents.		
<u>CAB LOCKDOWN LATCHES</u> Cab lockdown latches shall be provided to prevent the cab from being tilted in the down position. Once the cab tilt switch is engaged the cab latches will release to allow the cab to be tilted.	Yes	
<u>CAB TILT SYSTEM</u> An electrically powered hydraulic cab tilt system shall be provided and shall lift the cab to an angle of 45 degrees, exposing the engine and accessories for fluid checks and service work. The system shall be interlocked to only operate when the parking brake is set. The lift system shall be comprised of two (2) hydraulic lift cylinders, an electrically driven hydraulic pump, and a control switch. The hydraulic pump shall be located on the exterior of the frame rail on the driver's side of the chassis that can be easily accessible when the cab is tilted. A mechanical locking system consisting of an air operated actuator and a heavy radiused wall 3" x 3" aluminum extrusion will be provided to ensure the cab remains in the raised position in the event of a hydraulic failure. Additionally, each of the hydraulic lift cylinders shall incorporate a check valve, and velocity fuses that will activate should a sudden drop in pressure be detected. The cab tilt controls shall be interlocked to the parking brake to ensure the cab will not move, unless the parking brake is set. The cab tilt controls will consist of a momentary raise/lower switch and a two position cab safety lock switch. The hydraulic lift cylinders will be connected to a steel cab sub-frame, and not directly to the cab.	Yes	
<u>MANUAL CAB LIFT</u> There shall be a manually operated hydraulic pump for tilting the cab in case the main pump should fail. Access to the pump shall be located under the left corner of the front bumper.	Yes	
<u>CAB DOORS</u> The cab doorframes shall be constructed from 6061 T6 aluminum extrusions fitted with a 5052 H32 aluminum sheet metal skin and shall be equipped with dual weather seals. The	Yes	

outside cab door window opening shall be framed by a black anodized aluminum trim, to provide a clean appearance. The cab doors shall be equipped with heavy-duty door latching hardware, which complies with FMVSS 206. The door latch mechanism shall utilize control cable linkage for positive operation. A rubber coated nylon web doorstop shall be provided. The doors shall be lap type with a 10 gauge full-length stainless steel flange and 3/8" diameter hinge pin and shall be fully adjustable. All openings in the cab shall be grommeted or equipped with rubber boots to seal the cab from extraneous noise and moisture. The cab doors shall be designed to satisfy the following minimum opening and step area dimensions: Door Opening: • Front 36.5" x 73" • Rear 36.5" x 73"		
<u>CAB STEPS</u> The lower cab steps shall be no more than 22" from the ground. Grip strut material shall be installed on the stepping surface. An intermediate step shall be provided, midway between the lower cab step, and the cab floor. The intermediate step shall be slightly inset to provide for safer ingress and egress. Diamondplate material shall be installed on the stepping surface. All steps shall be covered with material that meets or exceeds the NFPA requirements for stepping surfaces.	yes	
<u>STEP LIGHTS</u> A white TecNiq E45 LED strip light or Approved Equal shall illuminate each interior cab step. These lights shall illuminate whenever the battery switch is on and the cab door is opened.	yes	
<u>POWER WINDOWS</u> All four (4) cab entry doors shall have power windows. Each door shall be individually operated and the driver's position shall have master control over all windows. All four windows shall roll down completely.	yes	

<u>WINDOW TINTING</u> The crew cab windows and doors, with the exception of the driver's and officer's doors, and the windshield, shall be tinted with deep "limo" tint. The tint shall be incorporated into the window glass with eight percent (8%) light transmittance. Film tinting shall not be acceptable.	Yes	
<u>WINDSHIELD WIPERS</u> Two (2) black anodized finish two speed electric windshield wiper system. Dual motors with positive parking. System includes large dual arm wipers with built in washer system. One (1) master control works the wiper, washer and intermittent wipe features. Washer bottle is a remote fill with a 4-quart capacity. Washer fill is located just inside of officer cab door.	Yes	
<u>WINDSHIELD WASHER RESERVOIR</u> A four (4) quart capacity windshield washer reservoir shall be provided. The fill access shall be located in the forward officer's step well area.	Yes	
<u>MIRRORS</u> Two (2) Lang Mekra 300 Series or Approved Equal smooth chrome plated Aero style main and convex mirrors shall be installed on each side of the vehicle. The main mirror shall be 4-way remote adjustable with heat, 7" x 16" 2nd surface chromed flat glass. The convex shall be 6" x 8" 2nd surface chromed 400 mm radius glass. Each mirror housing assembly shall be constructed of lightweight textured chrome ABS with on truck glass and housing back cover replacement. In the event the mirror breaks the glass shall be replaceable in (3) minutes or less. The glass shall include a safety adhesive backing to keep broken glass in place. The mirror assembly shall be supported by a "C" loop bracket constructed of polished stainless steel tube utilizing two point mounting reducing vibration of mirror glass during normal vehicle operation. The lower section of the holder shall include a spring loaded single detent position 20 degrees forward with easy return to operating position without refocusing.	Yes	
<u>UPPER GRILLE</u> The front of the cab shall be equipped with a raised polished stainless steel grille with sufficient area to allow proper airflow into the cooling system and engine compartment. Plastic chrome plated grilles shall not be acceptable.	Yes	

<u>UPPER GRILLE LOGO</u> The upper grille may contain a manufacturer logo in the upper portion of the grille with illumination with approval of the size and location by the City of Brecksville.	Yes	
<u>LOWER GRILLE</u> The front of the cab shall be equipped with a polished stainless steel lower grille with custom laser engraved design per customer specifications. The lower grille shall also be backlit with LEDs. Color shall be specified by customer. The design shall allow proper airflow into the cooling system and engine compartment. Plastic chrome plated lower grille shall not be acceptable.	Yes	
<u>PAINTED STEEL BUMPER</u> There shall be a 12" high painted formed steel wrap-around (45 degree) bumper provided at the front of the apparatus. The bumper shall be mounted to a reinforcement plate constructed of 1/4" x 12" x 70" carbon steel. The frame rail extension shall be a reinforced four-sided boxed frame rail for superior safety protection. A gravel shield shall be provided, constructed of .188" aluminum diamond plate. The bumper extension shall be approximately 24".	Yes	
<u>BUMPER SIDES</u> The sides of the bumper shall also be painted steel in lieu of diamond plate. Each side shall feature a recessed painted steel pocket for the marker light and any auxiliary lighting option selected. The pocket shall be a welded integral part of the bumper skin.	Yes	
<u>BUMPER ANGLE SIDES</u> The angled sides of the bumper shall also be painted steel.	Yes	
<u>STORAGE WELL COMPARTMENT</u> There shall be a hose well compartment located in the center of the front bumper. The compartment shall run 3/4 the length of the bumper and measure approximately 60" long x 16" wide x 6" deep at the ends and 12" deep in the center. The compartment shall be constructed of .125" smooth aluminum plate.	Yes	

<u>STRAPS FRONT BUMPER STORAGE</u>		
Two (2) straps with stainless seat belt buckles shall be installed.	Yes	
<u>PROTECTIVE BUMPER COATING</u>		
A Raptor texture coating shall be provided along the top edge of the front steel bumper. The color of the coating shall be determined at the preconstruction meeting.	Yes	
<u>BELL</u>		
A chrome South Park brand or Approved Equal 12" fire bell shall be provided and mounted on the right side of the apparatus bumper. A "T" handle and pull cable shall be provided to actuate the bell. The handle shall be located below the dash in front of the officer position.	Yes	
<u>BELL INTERLOCK</u>		
The bell shall be installed on a moveable mount with an interlock feature. This feature shall prevent the cab from being tilted without the bell being moved.	Yes	
<u>FRONT HOSE TROUGH DIVIDER</u>		
One (1) divider shall be installed, with location to be determined.	Yes	
<u>FRONT HOSE TROUGH DIVIDER</u>		
One (1) divider shall be installed, with location to be determined.	Yes	
<u>BELL ENGRAVED</u>		
A customer provided bell shall be custom engraved and installed.	Yes	
<u>AIR HORNS</u>		
Two (2) Hadley H09324AC round 24.5" long, chrome plated, air horns or Approved Equal shall be provided.	Yes	
<u>AIR HORNS WIRED TO STEERING WHEEL</u>		
The air horns shall be wired through the steering wheel button. A selector switch shall be provided on the instrument panel to switch between functions.	Yes	

<u>LANYARD CONTROL FOR AIR HORNS</u>		
The air horns shall be activated by a split "Y" lanyard in cab ceiling.	Yes	
<u>ELECTRONIC SIREN</u>		
One (1) Whelen 295HFS2 electronic or Approved Equal siren shall be installed at the cab instrument panel complete with noise canceling microphone. The remote control head shall be flush mounted in a location specified by the fire department.	Yes	
<u>SIREN SPEAKER</u>		
One (1) Whelen SA314B 100 watt weatherproof aluminum or Approved Equal siren speaker with black epoxy-coated finish shall be provided and wired to the electronic siren.	Yes	
<u>SPEAKER MOUNTING</u>		
The electronic siren speaker(s) shall be installed behind the main cab grille.	Yes	
<u>FEDERAL Q2B SIREN</u>		
There shall be a Federal Q2B-NN siren installed in the center of the cab grille. The siren shall be securely mounted and activated by means of a solenoid and shall include a brake.	Yes	
<u>FOOT SWITCH, DRIVER'S SIDE</u>		
A foot switch for the mechanical siren shall be provided on the driver's side.	Yes	
<u>FOOT SWITCH, OFFICER'S SIDE</u>		
A foot switch for the mechanical siren shall be provided on the officer's side.	Yes	
<u>SIREN BRAKE SWITCH</u>		
A brake switch for the mechanical siren shall be provided in the lower command console for both the driver's and officer's position.	Yes	
<u>CAB EXTERIOR LIGHTING</u>		
Exterior lighting and reflectors shall meet or exceed Federal Motor Vehicle Safety Standards and National Fire Protection	Yes	

Association requirements.		
<u>HEADLIGHTS</u> The front low and high beam headlights shall be FIRETECH model FT-4X6 LED or Approved Equal rectangular shaped, quad style installed in custom rectangular shaped stainless steel housings on the front of the cab. Each housing shall accommodate a forward-facing turn signal in the outboard location and a side-facing warning light. An additional pair of rectangular shaped stainless steel housings shall be installed on the front of the cab above the headlight housings. Each housing shall accommodate two (2) forward-facing warning lights and a side-facing turn signal.	Yes	
<u>ALTERNATING HEAD LAMP</u> The headlights shall have an alternating flash feature for emergency response use.	Yes	
<u>FRONT TURN SIGNALS</u> There shall be four (4) Whelen 400 Series Model 40A00AAR LED or Approved Equal rectangular amber turn signal lights mounted one (1) each side in the front of the headlight housings and one (1) mounted on the side of each warning light housing.	Yes	
<u>SPECIAL FOG LIGHTS</u> Four (4) Rigid d series number 504813 AX# 10122090 or Approved Equal shall be installed on front bumper and switched above driver.	Yes	
<u>ICC/MARKER LIGHTS</u> Five (5) Grote 47183 ICC/ LED marker or Approved Equal lights shall be provided on top of the roof of the cab to meet D.O.T. requirements.	Yes	
<u>EXTERIOR CAB HANDRAILS</u> There shall be four (4) 24" long, handrails provided and installed, one at each cab entrance. The handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The	Yes	

ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange. Sufficient space shall allow for a gloved hand to firmly grip the rail.		
<u>COAT HOOKS FOR GRAB HANDLES</u>		
There shall be a coat hook installed on the upper portion of the two (2) exterior cab handrails, on the driver's side, for hanging of coats, turnout gear, etc.	Yes	
<u>HANDRAILS, FRONT OF CAB</u>		
There shall be a pair of knurled stainless steel handrails on the front face of the cab, below the windshields.	Yes	
<u>INTERIOR CAB HANDRAILS</u>		
There shall be two (2) rubber coated grab handles provided and mounted on the interior of the cab, one each side, on the windshield post for ingress assistance. The handrail on the driver's side shall be approximately 11" long and the handrail on the officer's side shall be approximately 18" long.	Yes	
<u>CAB DOOR HANDRAILS</u>		
There shall be two (2) rubber coated grab handles provided and mounted, one on the inside of each rear crew door, just below the windowsill. The handrails shall be approximately 11" long. There shall also be two (2) 1.25" diameter knurled stainless steel handrails shall be provided and mounted, one on the inside of each rear crew door, just above the windowsill. The handrails shall be approximately 22" long.	Yes	
<u>INTERIOR DOOR STRAPS</u>		
A nylon strap shall be provided on the lower hinge of both front interior cab doors to assist with entry.	Yes	
<u>DRIVER'S SIDE EXTERIOR CAB COMPARTMENT</u>		
There shall be a cabinet constructed of .125 aluminum plate recessed in the cab behind driver's side rear crew door. The compartment shall be approximately 38" high x 15" wide x 22.25" deep. The compartment shall be operated by an individual switch and illuminated with (1) LED light.	Yes	

<u>EXTERIOR DOOR</u>		
The exterior compartment shall have a hinged door. The door shall have an Austin Hardware slam catch single-point "D"-ring door closure or Approved Equal and held open with gas struts.	Yes	
<u>DOOR HINGE</u>		
The door shall be hinged to open towards the front of the cab.	Yes	
<u>OFFICER'S SIDE CAB COMPARTMENT</u>		
There shall be a cabinet constructed of .125 aluminum plate recessed in the cab behind officer's side rear crew door. The compartment shall be approximately 38" high x 15" wide x 20.25" deep (12.75" deep if front suction). The compartment shall be operated by an individual switch and illuminated with (1) LED light.	Yes	
<u>EXTERIOR DOOR</u>		
The exterior compartment shall have a hinged door. The door shall have an Austin Hardware slam catch single-point "D"-ring door closure or Approved Equal and held open with gas struts.	Yes	
<u>DOOR HINGE</u>		
The door shall be hinged to open towards the front of the cab.	Yes	
<u>ACCESS TO CREW SEAT RISER</u>		
The exterior cab compartment on the officer's side shall be open to the crew cab seat compartment.	Yes	
<u>DIAMOND PLATE, CAB ROOF</u>		
The rear exterior section roof of the cab shall have a diamond plate overlay. The overlay shall be constructed of .125" aluminum embossed diamond plate and measure 30" x 91".	Yes	
<u>CAB INTERIOR</u>		
The metal surfaces of the cab interior shall be coated and sealed with MultiSpec black speckle, urethane modified, mar resistant paint or Approved Equal. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear. The front and rear headliners shall be finished in black Embossed FRP board.	Yes	

<u>DOOR PANELS PAINTED</u>		
Interior door panels painted, Multispec Black Speckle Paint or Approved Equal.	Yes	
<u>CAB FLOOR COVERING</u>		
The cab interior floor shall be covered with a 5/16" thick, black rubberized material to provide a rugged but cosmetically pleasing stepping surface throughout the cab. The floor covering shall provide superior durability and resistance against foreign objects as well as normal wear and tear.	Yes	
<u>DIAMOND PLATE, CAB FLOOR</u>		
The cab floor shall be covered with 1/8" embossed diamondplate.	Yes	
<u>ENGINE ENCLOSURE</u>		
An integral, formed aluminum and composite engine enclosure shall be provided. The engine enclosure shall be contoured and blended in an aesthetically pleasing manner with the interior dash and flooring of the cab. The enclosure shall be kept as low as possible, to maximize space and increase crew comfort. The enclosure shall be constructed from 5052 H2 aluminum plate and GRP composite materials, providing high strength, low weight, and superior heat and sound deadening qualities. Additionally, the underside of the engine enclosure shall be coated in with a ceramic spray on insulation and sound control.	Yes	
<u>ENGINE ENCLOSURE COVERING</u>		
The top of the engine enclosure shall be covered with Scorpion heavy duty, black polyurethane blended coating or Approved Equal. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear as well as sound deadening and insulation. The rubberized cab floor covering shall extend up the lower exterior sides of the engine enclosure to aid in sound deadening and heat resistance.	Yes	
<u>ENGINE HOOD LIGHTS</u>		
An LED work light shall be installed in the engine enclosure with an individual switch located on the base of the light.	Yes	
<u>WORK SURFACE</u>		
There shall be a flat work surface in front of the officer's seat.	Yes	

<u>UPPER CREW DOOR AREA</u> A glove box holder shall be provided in each upper cab crew door area. The holder shall be constructed of 3/16" smooth aluminum, capable of holding three (3) EMS glove boxes.	Yes	
<u>CAB FLOOR</u> • Black Raptor Textured Diamond Plate Flooring • Black Raptor Textured Floor Trim • Black Raptor Textured Cab steps	Yes	
<u>CHASSIS WIRING</u> All chassis wiring shall have XL high temperature crosslink insulation. All wiring shall be color-coded, and the function and number stamped at 3" intervals on each wire. All wiring shall be covered with high temperature rated split loom for easy access to wires when trouble shooting. All electrical connectors and main connectors throughout the chassis shall be treated to prevent corrosion.	Yes	
<u>MASTER ELECTRICAL PANEL</u> The main chassis breaker panel shall be wired through the master disconnect solenoid and controlled by the three-position ignition rocker switch. The breaker panel shall be located in front of the officer on the interior firewall and shall be protected by a removable aluminum cover. The cover shall have an aluminum notebook holder on the exterior face accessible to the officer. The cover shall be painted with a durable finish to match the interior of the cab and shall be secured with two (2) thumb screws. The breaker panel shall include up to 22 ground switched relays with circuit breaker protection. An integrated electrical sub-panel shall be provided and interfaced to the body and chassis through an engineered wire harness system. Twelve (12) 20-ampere relays and one (1) 70-ampere relay shall be provided for cab light bar and other electrical items. If the option for a mechanical siren has been selected two (2) additional relays shall be provided. Up to two (2) additional relay boards with circuit breaker protection shall be provided for additional loads as required. Each board shall contain four (4) relays. The relay boards shall be configured to trip with input from switch of positive-negative or load manager by moving the connector on the board (no tools required).	Yes	

All relay boards shall be equipped with a power-on indicator light (red), input indicator light (green) and power output indicator light (red). Up to twenty-three (23) additional automatic reset circuit breakers for non-switched loads that are remotely switched (ie: heater fans, hood lights, etc.) shall be provided. All relays and circuit breakers on the relay boards shall be pull-out/push-in replaceable. All circuit breakers on the relay boards shall be 20 ampere automatic reset which can be doubled or tripled for 40 or 60-ampere capacity. The system shall utilize Deutch DRC weather resistant connectors or Approved Equal at the breaker panel, toe board and main dash connections. All internal wire end terminals, including locking connectors, shall be mechanically affixed to the wire ends by matching terminal crimping presses to assure the highest quality terminations. All internal splices shall be ultrasonically welded connections and all internal wiring shall be high temperature GXL type wire that is protected by wiring duct wherever possible. All switches shall be ground controlled; no power going through any rocker switch. Any switch controlling a relay in the breaker panel shall be capable of being set to function only when the parking brake is set. All relays shall be tagged with the function that the relay is controlling.		
<u>INSTRUMENT PANEL</u> The main dash shroud, which covers the area directly in front of the driver from the doorpost to the engine hood, shall be constructed of vacuum formed ABS material with scorpion texture. The dash shall be a one piece hinged panel that tilts outward for easy access to service the internal components. The gauge panel shall be constructed with a .125" aluminum panel, covered with a scratch resistant reverse printed and laminated poly carbonite. The gauges shall be AMETEK Vehicular Instrumentation Systems (VIS), Next Generation Instrumentation System (NGI) or Approved Equal with built-in	yes	

self-diagnostics and red warning lights to alert the driver of any problems. All gauges and controls shall be backlit for night vision and identified for function. All main gauges and warning lights shall be visible to the driver through the steering wheel.		
<u>MASTER BATTERY & IGNITION SWITCH</u> The vehicle shall be equipped with a keyless ignition, with a three (3)-position Master Battery rocker switch, "Off/ACC/On" and a two (2)-position Engine Start rocker switch, "Off/Start".	Yes	
<u>DIESEL PARTICULATE FILTER CONTROLS</u> There shall be two (2) controls for the diesel particulate filter. One control shall be for regeneration and one control shall be to inhibit engine regeneration. These shall be located below the steering wheel in the kick panel.	Yes	
<u>INSTRUMENTATION & CONTROLS</u> Instrumentation on dash panel in front of the driver: • Tachometer/hourmeter with high exhaust system regeneration temperature, and instrument malfunction indicators • Speedometer/odometer with built in turn signal, high beam, and re-settable trip odometer • Voltmeter • Diesel fuel gauge • DEF (Diesel Exhaust Fluid) gauge • Engine oil pressure • Transmission temperature • Engine temperature • Primary air pressure • Secondary air pressure Indicators and warning lights in front of the driver: • Parking brake engaged • Page 52 of 108 • Low air with buzzer • Antilock brake warning • Check transmission • Transmission temperature • Upper power indicator • Seat belt • Engine temperature • Low oil indicator • Low voltage indicator • Air filter restriction light • Low coolant indicator	Yes	

• High idle indicator • Power on indicator • Check engine • Stop engine • Check engine MIL lamp • DPF indicator • High exhaust temperature • Wait to start Other indicator and warning lights (if applicable): • Differential locked • PTO (s) engaged • Auto-slip response • Retarder engaged • Retarder temperature • ESC indicator Controls located on main dash panel in front of the driver: • Master power disconnect with ignition switch • Engine start switch • Headlight switch • Windshield wiper/washer switch • Differential lock switch (if applicable) • Dimmer switch for backlighting Controls included in steering column: • Horn button • Turn signal switch • Hi-beam low-beam switch • 4-way flasher switch • Page 53 of 108 • Tilt-telescopic steering wheel controls		
<u>CENTER CONTROL CONSOLE</u> There shall be an ergonomically designed center control console. The console shall be constructed of 1/8" smooth aluminum and shall be mounted on the engine hood between the driver and officer. The console shall have a durable coating to match the color of the engine hood covering and shall feature surfaces on each side that are contoured to face the driver and the officer for easy viewing and accessibility. The switches and other customer specified electrical items shall be mounted in removable 1/8" smooth aluminum panels with a black wrinkle finish. The console shall have an aluminum lift-up lid with quick release latch. The lid shall be held in the open position with a gas strut to allow for easy access and serviceability. Controls located in the console conveniently accessible to the	yes	

driver: • Transmission shifter Pump shift control with OK TO PUMP and PUMP ENGAGED lights • Remote mirror control • Illuminated rocker switches to control high idle, Jacob's brake, siren/horn, siren brake, master emergency, and other customer specified components • 12V power point (if applicable) Controls located in the console conveniently accessible to the driver and the officer (center): • Parking brake control with a guard to prevent accidental engagement Controls located in the console conveniently accessible to the officer: • Illuminated rocker switches to control customer specified components that are easily reachable to the officer and do not allow for compromise of the driver's view, and eliminate the need for foot switches • Surface to recess siren head, radio head, or other desired items as space permits • 12V power point (if applicable) Driving compartment warning labels shall include: • HEIGHT OF VEHICLE • OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION • DO NOT USE AUXILIARY BRAKING SYSTEMS ON WET OR SLIPPERY ROADS • EXIT WARNINGS Additional labels included: • COMPUTER CODE SWITCH • ABS CODE SWITCH • FLUID DATA TAG • CHASSIS DATA TAG	Yes	
<u>OVERHEAD CONTROL CONSOLE</u> An ergonomically designed overhead console shall be provided above the driver and officer, running the full width of the cab. The overhead console shall be constructed from 1/8" aluminum plate and shall be painted with a durable finish to match the inside of the cab. There shall be seven (7) removable 1/8" smooth aluminum plates with a black wrinkle finish to house switches and other electrical items. Directly above the driver there shall be two (2) panels with no	Yes	

cutouts, unless otherwise specified by the customer. There shall be a panel located to the right of the driver that shall be designated for defroster, heat, and air conditioning controls (if specified). The center overhead panel shall be designated for up to seven (7) door ajar indicators. Upon releasing the apparatus parking brake, one or more of these lights shall automatically illuminate (flash) when any of the following conditions occur that may cause damage if the apparatus is moved: cab or compartment door is open; ladder or equipment rack is not stowed; stabilizer system deployed; any other device has not been properly stowed. There shall be a panel to the left of the officer as well as two (2) directly above the officer. These panels shall have no cutouts, unless otherwise specified by the customer.	Yes	
<u>ENGINE WARNING SYSTEM</u> An engine warning system shall be provided to monitor engine conditions such as low oil pressure, high engine temperature and low coolant level. Warning indication shall include a STOP ENGINE (red) light with audible buzzer activation and a CHECK ENGINE (amber) light. Note: (Some engine configurations may also include a fluid warning light.) There shall be a master information light bar with 24 lights located across the center of the dash panel that covers up to 24 functions. These are defined under Indicators and Warning Lights above.	Yes	
<u>PUMP SHIFT MODULE</u> A pump shift module with indicating lights shall be located within easy reach of the driver. A gear lockup shall be provided to hold the transmission in direct drive for pump operation.	Yes	
<u>PUMP INTERLOCK</u> While the apparatus is in pump gear the odometer shall be connected so that engine miles are tracked during pumping operations. The user can use this to track total engine hours on the unit as well as another step to verify the unit is in pump gear.	Yes	
<u>DO NOT MOVE APPARATUS INDICATOR LIGHT</u> A Whelen ION-T LED light or Approved Equal shall be installed in the cab near the driver. The light shall illuminate	Yes	

when the parking brake is released and any cab or body door is open or any other item on the apparatus is not properly stowed that may cause damage.	Yes	
<u>DO NOT MOVE DISENGAGE BUTTON</u>		
A disengage button shall be provided for the "Do Not Move Apparatus" warning light/alarm. The location of the button shall be determined at the preconstruction conference.	Yes	
<u>MAPBOOK SLOT</u>		
A mapbook slot shall be installed on exterior of the breaker panel located on the officer's side of the cab.	Yes	
<u>PROGRAMMABLE LOAD MANAGER</u>		
Load manager shall have the ability to sequence loads on and off. The Super Node II has twenty-four (24) inputs and twenty-four (24) outputs. Eighteen (18) are positive polarity outputs and six (6) are ground polarity outputs. It shall also be able to establish a 8 priority levels to shedding loads when the vehicle is stationary, starting at 12.8 volts lowest priority load to be shed, then respectively at 12.7, 12.5, 12.3, 12.1, 11.9, 11.5 and never shed volts DC. An output is shed (turned OFF) when the system voltage drops below the designated priority level's shed voltage for thirty (30) seconds. If the voltage has dropped below multiple priority level shed voltages then each higher priority level will shed before the lower priority levels. An output is unshed (turned back ON) when the system voltage rises above the designated priority level's unshed voltage for ten (10) seconds. If the voltage has risen above multiple priority level unshed voltages then each lower priority level will unshed before the upper priority levels. Load manager may be an Approved Equal.	Yes	
<u>MASTER SWITCH</u>		
All outputs can be tied or not tied to the stage switch. In fire apparatus this switch is typically referred to as the master switch. The state of the stage switch is controlled by Utility Module output memory space 3. When this output is active the stage switch is active. Any output tied to the stage switch will be OFF if the stage switch is not active regardless of the output's multiplex equation. Set an output to be tied to the stage switch by checking the stage switch box in its "Output Port Load Settings" under the "Settings" tab. The name of the stage switch can be changed from the standard "stage" to anything desired by modifying the text in the "Output Port Load Settings" area.	Yes	

<u>AUTOMATIC HIGH IDLE ACTIVATION</u> The Utility Module's high idle request (input memory space 2) is activated when the system voltage drops below the high idle threshold (12.8 volts standard or 25.6 volts if 24 volt load management is enabled) for 8 seconds or longer AND load management has been enabled (Utility Module output memory space 1 is active). The high idle request will remain active as long as the voltage remains below the voltage threshold and for 3 minutes after the system voltage rises above the voltage threshold. High idle can be canceled by activating the Utility Module's high idle cancel (output memory space 0).	yes	
<u>HIGH IDLE</u> The engine shall have a "high idle" switch on the dash that shall maintain an engine RPM of 1,000. The switch shall be installed at the cab instrument panel for activation/deactivation. The "high idle" mode shall become operational only when the parking brake is on and the truck transmission is in neutral.	yes	
<u>CAB ACCESSORY FUSE PANEL</u> A fuse panel shall be located underneath the rear facing seat on the officer's side. The fuse panel shall consist of six (6) battery hot and six (6) ignition switch circuits. Each circuit shall be capable of 10-ampere 12-volt power and total output of 50-amps. The fuse panel shall be capable of powering accessories such as hand held spotlights, radio chargers, hand lantern chargers and other miscellaneous 12-volt electrical components.	yes	
<u>POWER & GROUND STUDS, OVERHEAD COMMAND CONSOLE</u> There shall be a set of four (4) threaded power studs provided in the cab's overhead Command Console for future installation of two-way radios. The studs shall be wired as follows: • One (1) 12-volt 60-amp, direct to the battery ignition off. • One (1) 12-volt 30-amp switched battery first position on ignition switch. • One (1) 12-volt 30-amp ignition power second position on ignition switch. • One (1) 12-volt 125-amp ground.	yes	
<u>POWER & GROUND STUDS, LOWER COMMAND CONSOLE</u> There shall be a set three of (3) threaded power studs provided in the cab's lower Command Console for future installation of	yes	

two-way radios. The studs shall be wired as follows: • One (1) 12-volt 60-amp, direct to the battery • One (1) 12-volt 30-amp controlled by the ignition switch • One (1) 12-volt 125-amp ground		
<u>VEHICLE DATA RECORDER</u> An Akron/Weldon vehicle data recorder or Approved Equal shall be provided and installed as required by NFPA. Vehicle data shall be sampled at the rate of 1 second per 48 hours, and 1 minute per 100 engine hours. Free software is available to allow the fire department to collect the data as needed.	yes	
<u>DUAL POWER POINT, USB-USBC</u> A Powerwerx 12-volt dual port USB-USBC power point or Approved Equal shall be provided in the cab.	yes	
<u>LIGHTING CAB INTERIOR</u> Interior lighting shall be provided inside the front of the cab for passenger safety. Two (2) Whelen 6" round ceiling mounted combination red/clear LED dome lights or Approved Equal with a push button on/off switch in the light lens. One light shall be located over each the officer and driver's position. The lights shall also activate from the open door switch located in each cab doorjamb.	yes	
<u>LIGHTING CREW CAB INTERIOR</u> Interior lighting shall be provided inside the crew cab for passenger safety. Two (2) Whelen 6" round ceiling mounted combination red/clear LED dome lights or Approved Equal with a push button on/off switch in the light lens shall be provided. The lights shall also activate from the open door switch located in each cab doorjamb.	yes	
<u>HEAVY DUTY HEATER/DEFROSTER/AIR CONDITIONER</u> There shall be a minimum 80,000 cool BTU and 65,000 heat BTU single unit, heater/air conditioner mounted over the engine cover. The unit shall be mounted in center of the cab on the engine hood/enclosure. Unit shall have a shutoff valve at the right side of the frame, next to the engine. Airflow of the heater/air conditioner shall be a minimum 1200 CFM. To achieve maximum cooling, a TM-31 Compressor (19.1 cu. in.)	yes	

will be used. The defroster/heater shall be a minimum of 35,000 BTU and shall be a separate unit mounted over the windshield. There shall be eight (8) louvers/diffusers to direct to windshield and door glass. Airflow of the defroster/heater shall be a minimum 350 CFM. The unit shall be painted Zolatone Greystone or Approved Equal to match the cab ceiling. The condenser shall be roof mounted and have 80,000 BTU rating. The unit shall include two fan motors. Airflow of the condenser shall be a minimum 2250 CFM. (This roof-mounted condenser shall work at full rated capacity at an idle with no engine heat problems.)		
<u>HEATER/DEFROSTER/AIR CONDITIONING CONTROLS</u> The heater/defroster/air conditioning shall be located in the overhead console in the center of the apparatus cab within reach of the driver and officer. The controls shall be illuminated for easy locating in dark conditions. The controls shall be located in such a way that the driver will not be forced to turn away from the road to make climate control adjustments. Control of all heater/defroster/air conditioning functions for the entire apparatus cab shall be achieved through these controls.	yes	
<u>A/C WARRANTY</u> The air conditioning unit shall have a two (2) year manufacturer's warranty.	yes	
<u>FLOORBOARD HEATING DUCT</u> There shall be ductwork to the floor of the cab, facing forward to provide heat for the front of cab floor area.	yes	
<u>DEFROSTER DIFFUSER</u> A molded diffuser made of durable ABS plastic ductwork system shall be provided. It shall be form fitted and shall attach to the cab's overhead defroster unit to provide temperature controlled air to the windshields. Air flow of up to 280 cfm is balanced and directed across the entire windshield for optimum defrosting capability in all types of weather.	yes	
<u>TOOL MOUNTING PLATE</u> There shall be a 3/16" smooth aluminum plate installed on top	yes	

of the heat/ air conditioning unit for use in mounting of equipment. The plate shall measure approximately 25" wide x 19.5" long and shall be spaced up 1". The mounting plate shall feature beveled edges on the front and rear for a finished appearance. The plate shall be coated with the same finish as the heat/air conditioning unit and shall be secured with screws for easy replacement.		
<u>DRIVER'S SEAT</u> A H.O. Bostrom Sierra high back 500 ABTS seat or Approved Equal with air suspension shall be provided for the driver. The seat shall be equipped with a red 3-point shoulder harness with lap belt and dual retractors built into the seat assembly with RiteHite™ Seat belt customized fit Adjustment or Approved Equal. The seat shall have fore/aft adjustment and shall be upholstered with heavy duty Low Seam Durawear Plus material or Approved Equal.	yes	
<u>SEAT BELT CONFIGURATION</u> The seat belt shall be pulled from the left shoulder to the buckle on the right.	yes	
<u>HELMET STORAGE</u> The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.	yes	
<u>OFFICER'S SEAT</u> An H.O. Bostrom Tanker 450 ABTS SCBA seat or Approved Equal shall be provided for the officer. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material or Approved Equal.	yes	
<u>SEAT BELT CONFIGURATION</u> The seat belt shall be pulled from the right shoulder to the buckle on the left.	yes	
<u>UNDER SEAT STORAGE COMPARTMENT</u> There shall be a storage area under the officer's seat, accessible from the front through a hinged door with Southco C5	yes	

compression lever latch or Approved Equal. The door shall be shall be painted with a durable finish to match the inside of the cab and shall be vertically hinged near the engine enclosure. The storage area shall be approximately 19.5" wide x 14.375" high x 21.75" deep. The lower rear portion of the compartment shall be tapered to accommodate the wheel well and wiring chase. The opening shall be approximately 15.5" wide x 10.5" high.		
<u>HELMET STORAGE</u> The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to them riding position warning that injury may occur if helmets are worn while seated.	yes	
<u>EMS CABINET, REAR FACING</u> There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 21" wide x 22" deep x 39" high. The cabinet shall come complete with interior access. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of the rear facing crew seat behind the driver.	yes	
<u>INTERIOR COMPARTMENT OPENING</u> The compartment shall come complete with a single interior access opening with a R.O.M. satin finished rollup door to cover that opening.	yes	
<u>ADJUSTABLE SHELVES</u> There shall be two (2) adjustable shelves provided and installed in the compartment. The shelves shall be fabricated of .188 aluminum plate and have two 1.5" x 1.5" x .188" aluminum angles welded to the underside of the shelf for support.	yes	
<u>EMS CABINET, REAR FACING</u> There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 21" wide x 18" deep x 39" high. The cabinet shall come complete with interior access. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of one of the rear facing crew seats behind the officer.	yes	
<u>INTERIOR COMPARTMENT OPENING</u> The compartment shall come complete with a single interior	yes	

access opening with a R.O.M. satin finished rollup door to cover that opening.		
<u>ADJUSTABLE SHELVES</u>		
There shall be two (2) adjustable shelves provided and installed in the compartment. The shelves shall be fabricated of .188 aluminum plate and have two 1.5" x 1.5" x .188" aluminum angles welded to the underside of the shelf for support.	yes	
<u>CREW SEAT – DRIVER'S SIDE, FORWARD FACING, INBOARD</u>		
One (1) H.O. Bostrom Tanker 450 ABTS SCBA fixed base seat or Approved Equal shall be installed in the driver's side forward facing inboard position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material or Approved Equal.	yes	
<u>SEAT BELT CONFIGURATION</u>		
The seat belt shall be pulled from the left shoulder to the buckle on the right.	yes	
<u>HELMET STORAGE</u>		
The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.	yes	
<u>CREW SEAT – OFFICER'S SIDE, FORWARD FACING, INBOARD</u>		
One (1) H.O. Bostrom Tanker 450 ABTS SCBA fixed base seat or Approved Equal shall be installed in the officer's side forward facing inboard position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material or Approved Equal.	yes	
<u>SEAT BELT CONFIGURATION</u>		
The seat belt shall be pulled from the right shoulder to the buckle on the left.	yes	

<u>HELMET STORAGE</u> The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.	yes	
<u>CREW SEAT – DRIVER'S SIDE, FORWARD FACING, OUTBOARD</u> One (1) H.O. Bostrom Tanker 450 ABTS SCBA fixed base seat or Approved Equal shall be installed in the driver's side forward facing outboard position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material or Approved Equal.	yes	
<u>SEAT BELT CONFIGURATION</u> The seat belt shall be pulled from the left shoulder to the buckle on the right.	yes	
<u>HELMET STORAGE</u> The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.	yes	
<u>SEAT UPHOLSTERY COLOR</u> The cab seat upholstery shall be black in color.	yes	
<u>SCBA BRACKETS</u> Each SCBA seat in the cab shall feature an H.O. Bostrom SecureAll self contained breathing apparatus (SCBA) locking system or Approved Equal. The seat back shall include a bracket which shall be capable of storing most U.S. and international SCBA brands and sizes while in transit or for storage. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters; adjustment points shall utilize similar hardware and adjustments shall be made with one tool. The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically. The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center	yes	

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 locking system shall include a release handle integrated into the seat cushion for quick and easy release and to eliminate the need for straps or pull cords which might interfere with other SCBA equipment.	Yes	
<u>SEAT BELT WARNING SYSTEM</u> An Akron/Weldon seat belt warning system or Approved Equal shall be provided, and shall monitor each seating position. Each seat shall be supplied with a sensor that, in conjunction with the display module located on the dash, shall determine when the seat belt was fastened and if the seat is occupied. An icon shall represent that the seat is properly occupied. An audible and visual alarm shall be activated if the seat is occupied and/or the belt is not fastened in the proper sequence.	Yes	
<u>CREW SEAT COMPARTMENT</u> A compartment shall be provided under the forward facing crew seats on the back wall of the cab. Two drop down doors shall be provided on the front face of the compartment. Compartment dimensions are 91.5"L x 14"H x 19"W.	Yes	
<u>IN-CAB OVERHEAD STORAGE AREA</u> An overhead storage area shall be provided at the front of the raised roof portion inside of the cab above the rear-facing crew seats. The full-width storage area shall be approximately 84" wide x 10.5" high x 17" deep and shall have a Zolatone gray/black rubberized, textured finish or Approved Equal to match the cab interior. The storage area shall be equipped with aluminum lift-up doors.	Yes	
<u>ANTENNA MOUNTING</u> A PCTEL Thick Surface Mount Antenna Base w/ 30' coax cable or Approved Equal shall be provided and installed.	Yes	
<u>HD STEREO</u> A Jensen HD AM/FM/WB Bluetooth stereo or Approved Equal shall be provided with four speakers.	Yes	

<u>REAR VISION CAMERA SYSTEM, SINGLE CAMERA</u> A Fire Research inView™ TrueSight™ model BCA111-A00 kit or Approved Equal shall include: (1) one 130° camera with 18 infrared illuminators and (1) one 7" digital monitor. The 130° Camera shall include the following features: 1/3" SONY® Color CCD Sensor or Approved Equal, 250,000 pixels for Picture Elements and Gamma Correction with R=0.45 to 1.0. Camera shall have Mirror Image capability. (1) One 66 ft. Extension Cable shall be included for the camera. (1) One Screw Kit shall be provided for camera installation. The camera shall have a built-in high gain microphone. The Image Sensor shall provide 600 TV Lines PAL: 500(H) *582(V), NTSC: 510(H) *492(V). The 2.1MM Lens shall have a 130° Viewing Angle. The Waterproof rating shall be IP69K. The 130° Camera shall include an Internal Synchronization Sync System. Infrared Distance shall be 50 Ft. (18 Infrared IR). The Usable Illumination shall be 0 Lux (with IR ON). The Power Source shall be DC 12V (+/-10%). Signal-to-Noise ratio (S/N Ratio) shall be rated for higher than 48DB. The Electronic Iris rating shall be 1/50, 1/60-1/100,000 seconds. Video Output rating shall be 1VP.P 75 Ω. The IR Switch Control shall have a CDS Automatic Control. Vibration and Impact Rating shall be 20G/100G.	Yes	
<u>FIRE PUMP HALE OMAX-200 OR APPROVED EQUAL</u> Fire pump shall be midship mounted. The fire pump shall be of the double suction single stage centrifugal type, carefully designed in accordance with good modern practice. The pump shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI. The pump body shall be horizontally split, on a single plane, casing type with removable lower casing for easy removal of the entire impeller assembly including wear rings and bearings from beneath the pump without disturbing piping or the mounting of the pump in the chassis. All moving parts in contact with water shall be of high quality bronze or stainless steel. Easily replaceable bronze labyrinth wear rings shall be provided. Discharge passage shall be designed to accomplish uniform pressure readings as the actual pump pressure. The rated capacity of the fire pump shall be 2000 gallons per minute in accordance with NFPA# 1900. The pump shaft shall be rigidly supported by three bearings for a minimum deflection. One high lead bronze sleeve bearing	Yes	

shall be located immediately adjacent to the impeller (on side opposite the drive unit). The sleeve bearing shall be lubricated by a force fed, automatic lubrication system, pressure balanced to exclude foreign material. The remaining bearings shall be heavy-duty type, deep groove ball bearings in the gearbox and they shall be splash lubricated.		
<u>PUMP TRANSFER CASE – G SERIES</u> The drive unit shall be designed of ample capacity for lubricating reserve and to maintain the proper operating temperature. Pump drive unit shall be of sufficient size to withstand up to 16,000 lbs. ft. torque of the engine in both road and pump operating conditions. The gearbox drive shafts shall be heat treated chrome nickel steel input and output shafts shall be at least 2-3/4" in diameter, on both the input and output shafts. They shall withstand the full torque of the engine in both road and pump operating conditions. The engagement of the pump transmission shall be of such design so as to permit transfer of power from road to pump operation only after vehicle is completely stopped. The pump shift shall be air actuated from the cab and have both a green "Pump Engaged" light, and a green "O.K.-To-Pump" light. A third green light shall be provided on the pump operator's panel for "Throttle Ready". The pump drive unit shall be cast and completely manufactured and tested at the pump manufacturer's factory.	yes	
<u>PUMP SEAL</u> The pump shaft shall have only one packing gland located on the inlet side of the pump. It shall be of split design for ease of repacking. The packing gland must be a full circle threaded design to exert uniform pressure on the packing to prevent "cocking" and uneven packing load when it is tightened. It shall be easily adjustable by hand with a rod or screwdriver and requiring no special tools or wrenches. The packing rings shall be of a unique combination of braided graphite filament and braided synthetic packing and have sacrificial zinc foil separators to protect the pump shaft from galvanic corrosion.	yes	
<u>PUMP ANODE</u> A Hale pump anode kit or Approved Equal shall be provided and installed in the pump body. A minimum of two (2) anodes	yes	

shall be installed, one (1) in the suction side and one (1) in the discharge side of the pump.		
<u>PUMP TEST & CERTIFICATION</u> The pump shall be tested and certified by a third party independent testing agency, in accordance with NFPA 1900. A 3-hour pumping test from draft shall be conducted consisting of 2 hours of continuous pumping at 100% of rated capacity at 150PSI net pump pressure, followed by ½ hour of continuous pumping at 70% of rated capacity at 200PSI net pump pressure, and ½ hour of continuous pumping at 50% of rated capacity at 250PSI net pump pressure). The testing shall also include a pressure control system test, priming system test, vacuum test, a gauge/flowmeter test, and a pumping engine overload test. If the apparatus is equipped with a water tank, the water tank-to-pump test shall also be included.	Yes	
<u>PUMP CONNECTIONS</u> All suction and discharge lines (except pump manifolds) 1" and larger shall be heavy-duty stainless steel pipe. Where vibration or chassis flexing may damage or loosen piping or where a coupling is necessary for servicing, a flexible connection shall be furnished. All lines shall be drained by a master drain valve or a separate drain provided at the connection. All individual drain lines for discharges shall be extended with a 90 degree fitting in order to drain below the chassis frame. All water carrying gauge lines shall utilize nylon tubing.	Yes	
<u>TANK TO PUMP</u> The booster tank shall be connected to the intake side of the pump with a check valve. The 3" tank to pump line shall run from a bottom sump into the 3" valve. To prevent damage due to chassis flexing or vibration, a short 3" flexible rubber hose coupling shall be used to connect the tank to the intake valve.	Yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-	Yes	

year warranty covered by Akron Brass or Approved Equal.		
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	Yes	
<u>TANK FILL</u> A 2" tank fill line shall be provided, using a quarter turn full flow ball valve controlled from the pump operator's panel.	Yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	Yes	
<u>PRESSURE GOVERNOR</u> Apparatus shall be equipped with a Class I Pressure Governor or Approved Equal that is connected to the Electronic Control Module (ECM) mounted on the engine. The Governor will operate as a pressure sensor (regulating) governor (PSG) utilizing the engine's data for optimal resolution and response. Programmable presets for RPM and Pressure settings shall be easily configurable using the menu structure. Engine RPM, system voltage, engine oil pressure and engine temperature with audible alarm output for all shall be provided.	Yes	
<u>INTAKE RELIEF</u> There shall be a Task Force Tips A1831 intake relief valve or Approved Equal installed on the intake side of the pump. The	Yes	

surplus water shall be discharged away from the pump operator and terminate with Male NPT pipe thread. System is field adjustable.		
<u>6" PUMP INLET</u> A 6" diameter suction port with 6" NST male threads or Approved Equal shall be provided, on the left side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.	Yes	
<u>2.5" LEFT SIDE INLET</u> A 2.5" gated inlet valve shall be provided on the left side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer. The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.	Yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.	Yes	
<u>THREAD TERMINATION</u> The above shall terminate to the thread requirements of the fire department. The purchaser shall specify the actual thread dimensions required during the pre-construction conference.	Yes	
<u>INLET ADAPTER</u> One (1) 2.5" NST male x 2.5" special thread female swivel adapter with 2.5" special thread plug and chain or Approved	Yes	

Equal shall be provided for the above inlet.		
<u>6" PUMP INLET</u> A 6" diameter suction port with 6" NST male threads or Approved Equal shall be provided, on the right side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.	yes	
<u>2.5" RIGHT SIDE INLET</u> A 2.5" gated inlet valve shall be provided on the right side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer. The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.	yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.	yes	
<u>THREAD TERMINATION</u> The above shall terminate to the thread requirements of the fire department. The purchaser shall specify the actual thread dimensions required during the pre-construction conference.	yes	
<u>INLET ADAPTER</u> One (1) 2.5" NST male x 2.5" special thread female swivel adapter with 2.5" special thread plug and chain or Approved Equal shall be provided for the above inlet.	yes	

<u>FRONT SUCTION</u> A front suction, with chrome long handle cap, shall be provided. The inlet pipe shall be constructed of 5" stainless steel pipe. An air bleeder line shall be provided to eliminate trapped air.	Yes	
<u>INTAKE VALVE</u> A Hale Master Intake valve or Approved Equal shall be installed on the above specified intake. It shall be electrically actuated from the pump panel and include a manual override hand wheel on the pump panel. The valve shall include a pressure relief valve to guard against incoming pressure surges.	Yes	
<u>INTAKE RELIEF</u> A relief valve shall be installed on the intake side of the pump. The surplus water shall be discharged away from the pump operator and terminate with Male NST hose thread or Approved Equal.	Yes	
<u>SWIVEL</u> A 5" NPT x 6" NST swiveling elbow or Approved Equal shall be provided on the front suction. The swivel shall be constructed of cast brass with chrome plating.	Yes	
<u>DISCHARGE #1 – LEFT</u> The discharge in position #1 on the left side of the apparatus shall include the following features. A 2.5" discharge shall be provided on the left side of the apparatus.	Yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by a rack and sector with an	Yes	

Innovative Controls push pull handle or Approved Equal located at the operator's panel.		
<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	Yes	
<u>DISCHARGE TERMINATION</u> The discharge valve shall be equipped with a straight termination that is capped and chained.	Yes	
<u>THREAD TERMINATION</u> The above shall terminate to the thread requirements of the Brecksville Fire Department. The purchaser shall specify the actual thread dimensions required during the pre-construction conference. 2.5" FM Nation Standard Thread 30 degree elbow to 2.5" male spec thread w/cap & chain Cleveland Thread.	Yes	
<u>DISCHARGE ADAPTER</u> One (1) 2.5" special thread female x 1.5" National Standard thread male chrome plated adapter with 1.5" National Standard thread chrome plated cap and chain shall be provided for the above discharge.	Yes	
<u>DISCHARGE #2 – LEFT</u> The discharge in position #2 on the left side of the apparatus shall include the following features. A 2.5" discharge shall be provided on the left side of the apparatus.	Yes	

<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by a rack and sector with an Innovative Controls push pull handle or Approved Equal located at the operator's panel.	Yes	
<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver diaphragm or Approved Equal in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	Yes	
<u>DISCHARGE TERMINATION</u> The discharge valve shall be equipped with a straight termination that is capped and chained.	Yes	
<u>THREAD TERMINATION</u> The above shall terminate to the thread requirements of the Brecksville Fire Department. The purchaser shall specify the actual thread dimensions required during the pre-construction conference. 2.5" FM National Standard thread 30 degree elbow to 2.5" male	Yes	

spec thread w/cap & chain Cleveland Thread.		
<u>DISCHARGE ADAPTER</u> One (1) 2.5" special thread female x 1.5" National Standard Thread male chrome plated adapter with 1.5" National Standard Thread chrome plated cap and chain shall be provided for the above discharge.	Yes	
<u>DISCHARGE #3 – RIGHT</u> The discharge in position #3 on the right side of the apparatus shall include the following features. A 4" discharge shall be provided on the right side of the apparatus.	Yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Akron model 9323 electric controller or Approved Equal located at the operator's panel. Valve position will be displayed on the LCD screen incorporated into the control head.	Yes	
<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver diaphragm or Approved Equal in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon	Yes	

tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.		
<u>DISCHARGE TERMINATION</u> The discharge valve shall be equipped with a straight termination that is capped and chained.	Yes	
<u>THREAD TERMINATION</u> The above shall terminate with National Standard Threads.	Yes	
<u>DISCHARGE ADAPTER</u> One (1) Task Force Tips #AH3SP-NP 4" National Standard Thread ST female x 4" Storz 30-degree adapter with #A01SP 4" Storz cap and chain shall be provided for the above discharge.	Yes	
<u>DISCHARGE #4 – RIGHT</u> The discharge in position #4 on the right side of the apparatus shall include the following features. A 3" discharge shall be provided on the right side of the apparatus.	Yes	
<u>VALVE, SLOW CLOSE</u> The valve shall be an Akron slow close type Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	Yes	
<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-	Yes	

polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver or Approved Equal diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	yes	
<u>DISCHARGE TERMINATION</u>		
The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.	yes	
<u>THREAD TERMINATION</u>		
The above shall terminate with National Standard Threads.	yes	
<u>GATED WYE DISCHARGE 4</u>		
3" National Standard Thread FM two (2) 2.5" male Cleveland Thread with an adapter R, 2.5" SPEC FE X 1.5" National Standard Thread M w/cap & chain.	yes	
<u>2.5" DISCHARGE LEFT HOSE BED</u>		
There shall be a 2.5" gated discharge piped to the left front of the hose bed. The discharge shall be installed with proper clearance for spanner wrenches or adapters. Plumbing shall be 2.5" piping and a full flow 2.5" ball valve with the control at the pump operator's panel.	yes	
<u>VALVE</u>		
The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	yes	

<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	yes	
<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver or Approved Equal diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	yes	
<u>DISCHARGE TERMINATION</u> The discharge valve shall be equipped with a straight termination that is capped and chained.	yes	
<u>THREAD TERMINATION</u> The above shall terminate with National Standard Threads.	yes	
<u>2" DISCHARGE LEFT HOSE BED</u> There shall be a 2" gated discharge piped to the left front of the hose bed. The discharge shall be furnished with a 2" x 1-1/2" reducing swivel. The discharge shall be installed with proper clearance for spanner wrenches or adapters. Plumbing shall be 2" piping and a full flow ball valve with the control at the pump operator's panel.	yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not	yes	

require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u>		
The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	Yes	
<u>2.5" PRESSURE GAUGE</u>		
An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver or Approved Equal diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	Yes	
<u>DISCHARGE TERMINATION</u>		
The discharge valve shall be equipped with a straight termination that is capped and chained.	Yes	
<u>THREAD TERMINATION</u>		
The above shall terminate with National Standard Threads.	Yes	
<u>2" DISCHARGE FRONT LEFT LOWER HOSE BED</u>		
Left rear discharge to be located on front lower hose bed and is to include an Akron Heavy Duty Valve Approved Equal, push pull activator, 2.5" gauge innovative control.	Yes	
<u>2.5" DISCHARGE RIGHT HOSE BED</u>		
There shall be a 2.5" gated discharge piped to the right front of the hose bed. The discharge shall be installed with proper clearance for spanner wrenches or adapters. Plumbing shall be 2.5" piping and a full flow 2.5" ball valve with the control at the	Yes	

pump operator's panel.		
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	yes	
<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver or Approved Equal diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	yes	
<u>DISCHARGE TERMINATION</u> The discharge valve shall be equipped with a straight termination that is capped and chained.	yes	
<u>THREAD TERMINATION</u> The above shall terminate to the thread requirements of the fire department. The purchaser shall specify the actual thread dimensions required during the pre-construction conference.	yes	

<u>DISCHARGE ADAPTER</u> One (1) 2.5" National Standard Thread female x 2.5" special thread male chrome plated adapter with 2.5" special thread chrome plated cap and chain or Approved Equal shall be provided for the above discharge.	Yes	
<u>TERMINATE RIGHT REAR LOWER HOSE BED</u> Right rear will run along the right lower corner of the lower center hose bed and terminate at the rear of the body and be secured.	Yes	
<u>RIGHT REAR DISCHARGE COVERING</u> Right rear discharge will run along the right lower corner of the lowered center hose bed there will be a hard protective covering built to box in the discharge to protect it from damage to the discharge line.	Yes	
<u>RIGHT REAR ADAPTER</u> Terminate straight adapter 2.5" FM National Standard 30 degree elbow to 2.5" male Cleveland Thread.	Yes	
<u>FRONT BUMPER DISCHARGE</u> A 1.5" discharge with 2" plumbing shall be provided at the front bumper. The valve shall be remote controlled at the pump panel.	Yes	
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	Yes	

<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver or Approved Equal diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	Yes	
<u>THREAD TERMINATION</u> The above shall terminate with National Standard Threads.	Yes	
<u>DELUGE RISER</u> A 3" deluge riser shall be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping shall be rigidly braced. The riser shall be gated and controlled from the pump operators panel.	Yes	
<u>VALVE, SLOW CLOSE</u> The valve shall be an Akron slow close type Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	Yes	

<u>2.5" PRESSURE GAUGE</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-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 also include a KEM-X Socket Saver or Approved Equal diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01 or Approved Equal.	Yes	
<u>DECK GUN TERMINATION</u> A four-bolt compound flange shall be provided on top of the deck gun piping.	Yes	
<u>PREPIPED EXTENDER</u> One pipe will be extend from the pump module and be supported in the dunnage compartment.	Yes	
<u>THREAD TERMINATION</u> The above shall terminate to the thread requirements of the fire department. The purchaser shall specify the actual thread dimensions required during the pre-construction conference.	Yes	
<u>ADJUSTABLE DIVIDER</u> One (1) adjustable divider will be supplied with the engine for the crosslays.	Yes	
<u>BOOSTER REEL AND EQUIPMENT</u> One (1) bright aluminum electric rewind booster reel with sealed joints, leak proof ball bearings, and an adjustable friction brake. The reel shall have a heavy frame to keep the drum, bearings, and rewind mechanism in alignment at all times. The reel shall have roller guides to prevent hose damage while it is being taken on and off of the reel. The electric rewind shall be located for convenience and safety of operation. Positive rewind power shall be assured by the use of sprocket and chain in conjunction with a geared manual crank.	Yes	

The reel shall be equipped with 150 ft. 1" best grade booster hose with Bar-Way couplings and a 30 GPM nozzle mounted in a tulip bracket. An air blow out valve shall be provided.		
<u>VALVE</u> The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats or Approved Equal. The valve shall be capable of dual directional flow while incorporating a self locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass or Approved Equal.	Yes	
<u>VALVE ACTUATOR</u> The valve shall be controlled by an Innovative Controls push/pull handle or Approved Equal located at the operator's panel.	Yes	
<u>THREAD TERMINATION</u> The above shall terminate with National Standard Threads.	Yes	
<u>MASTER PUMP DRAIN</u> A multiport master drain valve shall be provided and plumbed to multiple locations on the main pump body. The valve assembly shall be clearly marked as the Master Drain.	Yes	
<u>DRAIN VALVES LIFT UP STYLE</u> Vertical lift up style, quarter turn style drain valves shall be provided for each suction inlet, or discharge outlet as specified. Each drain shall be clearly marked and color coded to match the corresponding suction or discharge.	Yes	
<u>PUMP AND GAUGE PANELS, SIDE MOUNT</u> The pump controls and gauges shall be located at the left side of the apparatus. The pump and gauge panels shall be flush mounted. Pump panels on both sides shall be easily removable. The gauge and control panels shall be two separate panels for ease of maintenance. The upper gauge panel shall be hinged with a full-	Yes	

length stainless steel hinge held closed with a 1/4-turn latch. There shall be one (1) hinged access door as large as possible located over the right side pump panel. This door shall have a full-length stainless steel hinge and a 1/4 turn latching mechanism. The control panel shall be laid out in a user-friendly manner. All valve controls shall have the corresponding discharge gauge located immediately adjacent to control handle to allow operator to view the discharge pressure without searching the panel.		
<u>PANEL FINISH</u> The panels shall be constructed of brushed stainless steel for maximum protection against abrasion caused during normal use.	Yes	
<u>ESCUTCHEON PLATES</u> The pump panel shall be equipped with color-coded removable escutcheon plates around the suction and discharge valves.	Yes	
<u>COLOR CODING</u> Each discharge valve control, outlet, and corresponding line gauge shall be color-coded. The color-coding shall be (as applicable): • #1 Discharge - Yellow • #2 Discharge - White • #3 Discharge - Navy Blue • #4 Discharge - Black • #5 Discharge - Green • #1 Pre-Connect - Orange • #2 Pre-Connect - Red • #3 Pre-Connect - Brown • #4 Pre-Connect - Magenta • Front Bumper Line - Turquoise • Large Diameter Discharge - Yellow with White Border • Left Hose Bed Pre-Connect - Tan • Right Hose Bed Pre-Connect - Lavender • Left Rear Discharge - Olive • Right Rear Discharge - Light Blue • Deck Gun - Silver • Inlets - Burgundy • Tank Fill - Lime Green • Tank to Pump - Burgundy	Yes	

<u>PUMP MODULE FRAMEWORK</u>		
The pump module framework shall be painted as specified by the customer at the pre-construction meeting. The paint finish shall be applied before the installation of any wiring, gauge lines, valve linkages, or operator's panel. The paint shall be the same material used for the finished body and cab.	Yes	
<u>PUMP FINISH</u>		
The fire pump shall not be painted. The pump shall remain in its natural finish.	Yes	
<u>PLUMBING FINISH</u>		
The plumbing shall not be painted. All fittings, pipe, and valves shall remain in their natural finish.	Yes	
<u>EXTERIOR DUNNAGE AREA</u>		
The exterior dunnage panels shall be constructed of brushed stainless steel.	Yes	
<u>RUNNING BOARD TROUGHS</u>		
A trough shall be provided in the running boards on both the driver's side and officer's side, each capable of holding a 15-foot length of 5" hose.	Yes	
<u>PUMP PANEL LIGHTING, LED</u>		
The driver's side pump panel controls and gauges shall be illuminated by a full width white Amdor H2O LED or Approved Equal light strip, controlled at the pump panel.	Yes	
<u>PUMP PANEL LIGHTING, LED</u>		
The officer's side pump panel shall be illuminated by a full width white Amdor H2O LED or Approved Equal light strip, controlled at the pump panel.	Yes	
<u>TRIDENT AIR PRIMER FRONT SUCTION</u>		
An additional Trident or Approved Equal primer button will be provided for the front suction	Yes	
<u>PUMP PANEL GAUGES AND CONTROLS</u>		
The following gauges and controls shall be provided at the	Yes	

pump panel: • Two (2) certified laboratory test gauge outlets. • Pump primer control. • Master drain control and additional drains as needed. • Tank-fill and pump cooler valve controls. • Tank to pump valve control. • Pump capacity rating plate. • All discharge controls. • Two (2) master pump gauges. • Gauges on all 1-1/2" and larger discharge lines.	yes	
<u>PRIMING SYSTEM</u> A Trident Model #31.001.3 or Approved Equal automatic air operated priming system shall be installed. The unit shall be of all brass and stainless steel construction and designed for fire pumps of 1,250 GPM (4,690 LPM) or more. Due to corrosion exposure no aluminum or vanes shall be used in the primer design. The primer shall be three barrel design with 3/4" NPT connection to the fire pump. The primer shall automatically drain when the actuator is closed. The system shall create vacuum by using air from the chassis air brake system through a three-barrel multistage internal "venturi nozzles" within the primer body. The primer shall require a minimum of 15.6 cubic foot per minute air compressor and shall be capable of meeting drafting requirements at high idle engine speed. The air supply shall be from a chassis supplied "protected" air storage tank with a pressure protection valve. The air supply line shall have a pressure protection valve set between 70 to 80 PSIG. AUTOMATIC PRIMER CONTROL The 12-volt primer control shall be an "automatic" type, with a pump panel three-way switch to operate an air solenoid valve. The air valve shall direct air pressure from the air brake system to the primer. To prevent freezing, no water shall enter the primer valve control. The primer shall be covered by a five (5) year parts warranty.	yes	
<u>COMPRESSION FITTINGS ON AIR SYSTEM</u> Compression style fittings shall be provided on air lines within the pump module.	yes	
<u>PUMP COMPARTMENT HEATER</u> A heater shall be provided to heat the in the pump compartment.	yes	

The heater shall use water from the water manifold located on the right side of the engine. The manifold shall have a dedicated valve to turn the water on or off for maintenance or during warm weather conditions. Hot air radiated from the unit shall be distributed through the pump compartment by a 12-volt fan activated by a switch located on the pump operator's panel.		
<u>AIR HORN BUTTON</u> A push button switch shall be provided on pump operators panel to activate the air horns.	Yes	
<u>4" MASTER GAUGES</u> An Innovative Controls TC Series glass-filled nylon case or Approved Equal, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pump pressure and vacuum gauges shall be provided. The gauges shall be 4" in diameter with a white face, and black enhanced lettering. The gauges shall be fully-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 gauges shall also include a KEM-X Socket Saver or Approved Equal diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauges shall display a range from -30 to 400 psi with enhanced black markings on a white dial.	Yes	
<u>WATER TANK GAUGE</u> An Innovative Controls SL-14 weather proof encapsulated (14) super bright LED light indicator or Approved Equal shall monitor the water tank level and shall be mounted on the pump operator's panel. The fourteen LED lights are arranged in a "V" pattern for easy identification of liquid level. When the liquid level reaches less than a 1/4 full the refill level begins to flash. The tank-sensing probe shall be chemical resistant PVC with stainless steel sensing wires. The cover plate shall be aluminum sub-plate, black background and blue graphics, with an outdoor exposure rated composite overlay.	Yes	
<u>WATER TANK GAUGES</u> Two (2) Whelen PSTANK2 LED or Approved Equal strip lights shall be provided. The lights shall be steady burn green, blue, amber and flashing red to indicate water level in the booster tank.	Yes	

WATER TANK

The water tank shall be constructed of polypropylene sheet stock. This material shall be non-corrosive, stress relieved thermoplastic, black in color and U.V. stabilized for maximum protection. The tank shall be of a special configuration and is so designed to be completely independent of the body and compartments.

The tank shall be constructed with transverse and longitudinal swash partitions. 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 and meet NFPA rules. All swash partitions shall interlock with one another and welded to each other as well as to the walls and floor of the tank.

The tank shall have a combination vent and fill tower. The fill tower shall be constructed of ½" thick polypropylene and shall be a minimum dimension of 8"x 8" outer perimeter. The tower shall have a ¼" thick removable screen and a hinged-type cover. Inside the fill tower, there shall be a combination vent overflow pipe. The vent overflow shall be a minimum I.D. of 4" that is designed to run through the tank, and shall be piped behind the rear wheels where specified by the purchaser so as to maximize traction.

Yes

There shall be one (1) sump standard per tank. The sump shall be constructed of ½" black polypropylene and located in the left front corner of the tank, unless specified otherwise. On all tanks that require a front suction, a schedule 40 polypropylene pipe shall be installed that will incorporate a dip tube from the front of the tank to the sump location. The sump shall have a minimum 3" FNPT threaded outlet on the bottom for a drain plug. This shall be used as a combination cleanout and drain. The tank shall have an anti-swirl plate above the dip tube.

There shall be two (2) standard tank outlets: one for tank to pump suction line and one for a tank fill line. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank. All auxiliary outlets and inlets must meet NFPA Standards in effect at the time of manufacture.

The tank shall rest on the body cross members to adequately support the water tank per the tank manufacturer's specifications. The tank shall be isolated from the cross members through the use of hard rubber strips with a minimum thickness ¼". Additionally, the tank shall be supported around the entire bottom outside perimeter and captured front and rear

as well as side to side to prevent tank from shifting during vehicle operation. The tank shall be completely removable without disturbing or dismantling the apparatus structure. The tank shall come with a lifetime warranty. The tank manufacturer shall mark the tank and furnish notice that indicates proof of warranty.		
<u>WATER TANK SIZE</u> The water tank shall have a capacity of 1,000 U.S. gallons.	Yes	
<u>WATER TANK WARRANTY</u> The water tank shall come with a lifetime warranty. The tank manufacturer shall mark the tank and furnish notice that indicates proof of warranty.	Yes	
<u>BODY SUB-FRAME</u> The chassis shall be fitted with a sub-frame system consisting of a series of steel plate gusseted legs, extending down and out from the chassis frame rails on each side. This system will provide additional structural support to the running boards and side compartments. A heavy-duty rear platform shall be constructed of the same material to support the rear compartments and rear step. The entire assembly will be attached to the chassis frame by a series of heavy-duty U-bolts. Self-supporting bodies will not be acceptable.	Yes	
<u>APPARATUS BODY</u> The body shall be constructed of 3/16" #5052 aluminum sheet, #3003 bright aluminum diamond plate and structural aluminum extrusions. The body shall be of the modular design to allow for proper flexing of the truck chassis. The body shall be custom built and engineered for proper load distribution on the chassis. An insulator material shall be used where aluminum and steel are in contact to prevent corrosion. The ceilings, sidewalls and floors of the body compartments shall be constructed of 3/16" 5052-H32 smooth aluminum plate with a tensile strength range of 32,000 to 44,000 psi. Continuous 4043 fill welding shall seal compartment panels. The body framework shall be constructed of custom-designed aluminum alloy 6063-T5 extrusions with a tensile strength of	Yes	

35,000 psi. To eliminate "dead space" and to maximize compartment interior space, there shall be no more than 1/4" between outer and inner walls. The compartment extrusions shall be slotted full-length on backside for uniform fitting of the aluminum plate work that forms the compartment interiors. The aluminum extrusion profiles shall incorporate 1" x 1-3/4" recessed continuous door seal at the bottom of the compartment. The extrusions shall be designed to allow unobstructed, sweep-out floors in all compartments. The front, top, and rear surfaces of body shall be covered with .125" bright aluminum diamond treadplate. The forward and rear recessed surfaces shall be flush with the corner extrusions. The compartment tops shall extend downward over the extrusions and form a drip molding. The material shall be .125 aluminum treadplate with approved aerated service for walking. The compartment assemblies are to be fastened to the sub-frame with mechanical Huck-type bolts. The apparatus body shall be a separate module form the pump enclosure and shall not be fastened together in any manner. Each compartment shall be properly vented with louvers.	Yes	
REAR STEP COMPARTMENTATION A1 - There shall be a compartment provided at the rear step. The compartment shall be approximately 40" wide x 40" high x 29-1/2" deep inside. The compartment shall be provided with a roll-up door.	Yes	
COMPARTMENTATION LEFT SIDE L1- There shall be a compartment ahead of the rear wheels approximately 43" wide x 66" high x 27-1/4" deep. L2- There shall be a compartment above the rear wheels, approximately 61-1/2" wide x 36-1/2" high x 27- 1/4" deep. L3- There shall be a compartment behind the rear wheels	Yes	

approximately 53" wide x 66" high x 27-1/4" deep.		
COMPARTMENTATION RIGHT SIDE R1- There shall be a compartment ahead of the rear wheels approximately 43" wide x 66" high x 27-1/4" deep. The upper portion of the compartment shall be 10-1/2" deep to accommodate ladder storage. R2- There shall be a compartment above the rear wheels approximately 61-1/2" wide x 36-1/2" high x 10-1/2" deep. R3- There shall be a compartment behind the rear wheels approximately 53" wide x 66" high x 27-1/4" deep. The upper portion of the compartment shall be 10-1/2" deep to accommodate ladder storage.	yes	
<u>COMPARTMENT INTERIOR - L1</u> The L1 compartment on the left side of the apparatus shall include the following features: ADJUSTABLE SHELF There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.	yes	
<u>COMPARTMENT INTERIOR - L2</u> The L2 compartment on the left side of the apparatus shall include the following features: TILT DOWN DRAWER A Slide-Master pull out drawer with 30 degree tilt down feature shall be provided and installed in the compartment. The drawer shall have a distributed load capacity of 250 lbs. and be capable of extending 90% of it's depth. The tray shall be fabricated of .188" aluminum plate and have a formed lip that measures 2".	yes	
<u>COMPARTMENT INTERIOR - L3</u> The L3 compartment on the left side of the apparatus shall include the following features: ADJUSTABLE VERTICAL SLIDE-OUT PANEL There shall be an adjustable vertical slide-out tool board with a 250 lb. capacity supplied and mounted on unistrut tracks. Extra compartment lights shall be provided and located as needed to	yes	

properly illuminate the compartment.		
<u>COMPARTMENT INTERIOR - R1</u> The R1 compartment on the right side of the apparatus shall include the following features: ADJUSTABLE SHELF There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.	yes	
<u>COMPARTMENT INTERIOR - R2</u> No compartment options.	yes	
<u>COMPARTMENT INTERIOR - R3</u> The R3 compartment on the right side of the apparatus shall include the following features: ADJUSTABLE SHELF There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate. 600# SLIDE-MASTER TRAY OR APPROVED EQUAL There shall be a Slide-Master pullout drawer or Approved Equal provided and installed. The drawer shall have a distributed load capacity of 600 lbs. and be capable of extending 100% of its depth. The tray shall be fabricated of .188" aluminum plate and have a formed lip that measures 2".	yes	
<u>COMPARTMENT INTERIOR - A1</u> The A1 compartment on the rear of the apparatus shall include the following features: 600# SLIDE-MASTER TRAY OR APROVED EQUIVALENT There shall be a Slide-Master pullout drawer or Approved Equal provided and installed. The drawer shall have a distributed load capacity of 600 lbs. and be capable of extending 100% of its depth. The tray shall be fabricated of .188" aluminum plate and have a formed lip that measures 2". UNISTRUT Each compartment shall come equipped with 1.625" x .875" x .125" aluminum Unistrut channel. The Unistrut shall be securely	yes	

fastened to the interior walls of the compartment.		
<u>COMPARTMENT DOORS</u> The compartment doors shall be box pan construction. The outer door skin shall be .190" 5052-H32 aluminum. The inner pan shall be .125" 5052-H32 aluminum securely welded to the outer skin. A hat section channel shall be installed in the center of the door to stabilize the door pan and to deaden the sound when closing the door. The doors shall have double latches. Access cover plates shall be provided to service latch mechanisms. The door edge shall be 7/16" thick providing ample strength for the attachment of the door hinge. The door hinge shall be polished stainless steel .075" thick with a 3/16" diameter pin and 1" long knuckles. The hinge shall be attached using 1/4" truss head stainless steel bolts spaced 5" apart. The door shall be of the double seal design incorporating an inner and outer "D" shaped extruded rubber automotive seal to provide a tight seal at each compartment. Flush mounted chrome plated bent "D" ring door handles; single point positive type latches with adjustable catches (slam type door catches) shall be provided on all compartments. Gas strut cylinder arms shall be mounted on each swing out compartment door. Compartments shall have full-length stainless steel hinges. The compartment to the right of the pump panel shall have a right hinged door, all other compartment doors shall be left hinged. A door open indicator light shall be provided in the cab.	yes	
<u>REAR COMPARTMENT DOOR</u> The rear compartment door shall be equipped with ROM brand roll-up door in a satin finish or Approved Equal.	yes	
<u>ROLL-UP DOOR WARRANTY</u> The ROM roll-up doors or Approved Equal shall have a seven (7) year manufacturer's warranty. Electronic components shall be covered for one (1) year. Consult the manufacturer's warranty for complete details.	yes	
<u>COMPARTMENT INTERIOR FINISH</u> The interior non-painted surface of the compartments shall have a smooth, natural finish.	yes	

<u>COMPARTMENT DOOR INTERIOR FINISH</u>		
The interior surface of the hinged compartment doors shall be left in a smooth, natural finish.	Yes	
<u>COMPARTMENT LIGHTING</u>		
Each compartment shall be equipped with two (2) white Amdor LED or Approved Equal light strips which shall provide a consistent pattern to illuminate the entire compartment.	Yes	
<u>HOSE BED</u>		
The hose bed shall be provided with aluminum slatted flooring radiused at the edges to prevent hose damage from sharp edges. Each hose bed floor section shall be removable for easy access to the water tank.	Yes	
<u>HOSE BED, LOWERED</u>		
The center section of the hose bed shall be lowered 16" from standard height to allow easier access to the hose bed.	Yes	
<u>HOSE BED COVER</u>		
There shall be a nylon/vinyl hose bed cover for the main hose bed. The cover shall be capable of being securely fastened at the front, sides and rear.	Yes	
<u>COVER FASTENERS</u>		
The hose bed cover shall be secured with black bungee cords with red pull tabs.	Yes	
<u>HOSE BED DIVIDERS</u>		
The hose bed shall be divided by four (4) 3/16" aluminum partitions that are fully adjustable by sliding in tracks located at the front and rear of the hose bed. The dividers shall be located as needed.	Yes	
<u>HOSEBED SUPPORT</u>		
A removable rear hosebed support bar shall be provided to help support the rear hosebed cover.	Yes	
<u>FRONT HOSEBED LIGHTING</u>		
An Amdor H2O LED or Approved Equal light strip shall be	Yes	

provided, located on the interior of the front hosebed wall.		
<u>BODY HANDRAILS</u> Handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange. Sufficient space shall allow for a gloved hand to firmly grip the rail. The rails shall be located in the following areas: • There shall be one (1) vertical handrail at rear of the body one each side of the rear compartment. • There shall be two (2) handrails mounted horizontally, above the pump panel, one (1) on each side as large as possible.	yes	
<u>FRONT BODY STEPS</u> There shall be up to five (5) Innovative Control fold-down steps or Approved Equal with integrated step lights mounted on each side of the front face of body to provide access to the top of the pump module and dunnage area. The quantity and location of steps and handrails shall meet the current NFPA Standards in effect at the time the apparatus is ordered.	yes	
<u>REAR STEPS</u> The rear of the body shall be equipped with up to six (6) fixed steps. The bottom step shall measure 14" x 11" to provide a stable footing position. Each additional step above shall measure 14" x 8" for clearance while climbing. Thinly fabricated aluminum steps shall not be utilized. The quantity and location of steps and handrails shall meet the current NFPA Standards in effect at the time the apparatus is ordered.	yes	
<u>RUB RAILS</u> The body shall be equipped with anodized aluminum channel style rub rails at the sides. Rub rails shall be spaced away from	yes	

the body by 1/2" polymer spacers. The rub rails shall be polished to a bright finish.		
<u>ALUMINUM TREADPLATE</u> All load bearing aluminum treadplate running boards shall be .155 thick bright-annealed finish. Running boards and rear step edges shall be flanged down for added strength. Running boards shall also be flanged up to form kick plates. All non-load bearing aluminum shall be .125" thick bright annealed finish. In areas where aluminum treadplate shall function as a load-bearing surface, there shall be a heavy steel substructure. This structure shall consist of 3" channel and 1-1/2" angle welded support. This shall assure that there shall be no flexing or cracking of running boards. The aluminum shall be insulated from the steel by closed cell foam body barrier material. Treadplate locations: • Skirting around front bumper. • The step at the cab entrance. • The jump seat steps. • The body header. • The running boards. • The rear step. • The top of the compartments. • The rear of the apparatus.	yes	
<u>REAR STEP CORNERS</u> The rear step/tailboard corners shall be fully mitered starting from the body on each side of the rear step, and taper inward at a 45-degree angle to the rear edge.	yes	
<u>FENDER PANELS</u> The rear side fenders shall be removable aluminum treadplate panels. The wheel liners shall be constructed of pre-formed material to provide a maintenance free, damage resistant surface.	yes	
<u>OIL DRY HOPPER W/ SCBA CYLINDERS COMPT (2 TRIPLE, 1 SINGLE)</u> There shall be one (1) SCBA bottle compartment, two (2) triple bottle compartments and one (1) oil dry hopper compartment located in the rear fender wells of the apparatus body. The oil dry hopper compartment shall be housed in a separate compartment located in the rear fender well. The hopper construction shall be of aluminum plate fabricated and solidly	yes	

welded in a manner to allow the material to flow downward out the bottom of the compartment. A 3" PVC sliding type valve shall be provided and located on the bottom of the compartment for controlling the dispensing of the material. The hopper will have a capacity to hold up to 10 gallons of oil dry material.	Yes	
<u>DIVIDERS</u>		
A divider shall be provided for two (2) triple SCBA compartments.	Yes	
<u>DOOR FINISH</u>		
The single or double SCBA compartments shall have a brushed stainless door equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture.	Yes	
<u>DOOR FINISH</u>		
The triple capacity SCBA compartments shall have a brushed stainless door equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture.	Yes	
<u>DOOR FINISH</u>		
The oil dry hopper will be housed behind a 1/8" stainless door, it shall be capable of sliding in and out on two sliding tracks, and be equipped with an aluminum hinged weatherproof lid on top.	Yes	
<u>SUCTION HOSE</u>		
Two (2) 10 ft. lengths of 6" lightweight Kocheck fire department hard suction hose or Approved Equal with lightweight long handle couplings and pin lug male couplings shall be provided.	Yes	
<u>SUCTION HOSE MOUNTING</u>		
The suction hose shall be mounted in diamond plate troughs and held in position by a Velcro strap. Stainless steel scuff plates shall be provided on the body side metal where the long handle couplings would otherwise hit the body sides.	Yes	
<u>GROUND LADDERS</u>		
The apparatus shall be equipped with heavy duty, box type "I" beam rail, ground ladders. The ladders shall meet the	Yes	

requirements of NFPA 1931 to ensure proper design and that sufficient strength is available for the service intended. The ground ladders shall be constructed of aluminum with non-welded, field replaceable rung to rail connections to simplify field repairs and removable plated steel butt spurs for added strength. A full 1/2", non-rotting, poly rope shall be provided for easy ladder operation. • One (1) Alco-Lite PEL-24 24 ft. two-section aluminum extension ladder. • One (1) Alco-Lite PRL-14 14 ft. aluminum roof ladder. • One (1) Alco-Lite FL-10' 10 ft. folding ladder. • The ladders shall have lifetime Warranty against manufacturing defects.	yes	
<u>LADDER CHUTE</u> The ground ladders shall be mounted behind the right upper compartments in an area accessible from the rear of the apparatus. The ladders shall be individually located in holders lined with anti-wear strips. An aluminum diamond plate door shall enclose the ladders at the rear.	yes	
<u>LADDER CHUTE DOOR</u> A smooth aluminum door shall enclose the ladders at the rear.	yes	
<u>LADDER ENCLOSURE</u> The ladder chute compartment shall be fully enclosed to protect the ladders from road debris.	yes	
<u>BODY ELECTRIC SYSTEM</u> All body electrical wiring in the chassis will be XLP cross link-insulated type. Wiring is to be color-coded and include function codes every three (3) inches. Wiring harnesses will be routed in protective, heat resistant loom, securely and neatly installed. Two power distribution centers will be provided in central locations for greater accessibility. The power distribution centers 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 are utilized in circuits which amp loads are substantially lower than the respective component rating thus ensuring long component life. Power distribution centers will 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 and the second controls overhead switching and interior	yes	

operations. Each module is single function coded and labeled to aid in troubleshooting. The centers also have accessory breakers and relays for future installations. All harnesses and power distribution centers will be electrically tested prior to installation to ensure the highest system reliability. All external harness interfaces will be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points will be mounted in accessible locations. Complete chassis wiring schematics will be supplied with the apparatus. 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. The wiring shall 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). All harnesses shall be covered with moisture resistant loom with a minimum rating of 300 Degrees Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable has a minimum rating of 289 degree Fahrenheit. All harnesses are securely installed in areas protected against heat, liquid contaminants and damage. The harness connections and terminations use a method that provides a positive mechanical and electrical connection and are in accordance to the device manufacturer's instructions. No connections within the harness utilize wire nut, insulation displacement, or insulation piercing. All circuits conform to SAE1292. All circuits are provided with low voltage over current protective devices. These devices are readily accessible and protected against heat in excess of component rating, mechanical damage, and water spray. Star washers are not used for ground connections.	Yes	
<u>BACK-UP ALARM</u> An Ecco model SA917 or Approved Equal automatic self-adjusting electronic back-up alarm producing 87-112 db shall be installed at the rear between the frame rails. It shall operate whenever the transmission's reverse gear is selected.	Yes	

<u>STOP/TAIL/TURN/REVERSE LIGHTS</u> The rear stop/tail/turn/reverse lights shall be Whelen M6 series or Approved Equal lights installed in quad housings one (1) each side on the rear of the apparatus body. The stop/tail lights shall be LED model M6BTT or Approved Equal located in the top position of the housing. The amber arrow turn signals shall be LED model M6T or Approved Equal located below the stop/tail lights. The reverse lights shall be LED model M6BUW or Approved Equal located below the turn signals. The bottom position of the housing shall accommodate a Whelen M6 series or Approved Equal warning light.	yes	
<u>LED ICC/MARKER LIGHTS</u> LED type ICC/marker lights shall be provided to meet D.O.T. requirements.	yes	
<u>STEP LIGHTS</u> The pump module running board area shall be illuminated by Whelen 2G 4" diameter LED or Approved Equal lights mounted one each side on the front of the body in chrome flanges. LED strip lighting or individually mounted lights shall be provided at the rear of the body to illuminate all stepping surfaces based on the body style.	yes	
<u>GROUND LIGHTING</u> The apparatus shall be equipped with lighting capable of illumination to meet NFPA requirements. Lighting shall be provided at areas under the driver and crew riding area exits and shall be automatically activated when the exit doors are opened. The ground lights shall be Whelen 2G LED or Approved Equal. Lighting required in other areas such as work areas, steps and walkways shall be activated when the parking brake is applied, provided the ICC lights are on.	yes	
<u>REAR WORK LIGHTS</u> Two (2) Rigid Industries D2 Diffusion LED flood lights or Approved Equal shall be provided. One (1) shall be mounted on each side on the upper rear of the apparatus body. The lights shall be activated by a switch inside the cab near the driver, lower console 5 and pump panel Two additional switches. Switched Location = Overhead Console Position 1, Lower Console Position 5, Pump Panel	yes	

<u>OPTICAL WARNING SYSTEM</u> The optical warning system shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way and the other mode shall signal that the apparatus is stopped and is blocking the right-of-way. A momentary rocker switch shall be provided near the driver and labeled Master Emergency to energize all of the optical warning devices provided. A secondary momentary rocker switch shall be provided near the officer. All lights shall operate at not less than the minimum flash rate per minute as specified by NFPA.	yes	
<u>UPPER LEVEL WARNING DEVICES</u> The upper level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side). Zone A (front) shall have one (1) Whelen Freedom IV 72" Model F4N7QLED light bar or Approved Equal, with ten (10) LED modules. The light bar shall have two (2) end red LED modules, two (2) corner red LED modules, four (4) forward-facing red LED modules and two (2) forward-facing white LED modules. The light bar shall have all clear outer lenses. The light bar shall be installed on the cab roof as far forward as possible with two (2) MK8H 5" cast aluminum risers. Zone B (officer's side) shall be covered by the module from the light bar and the rear beacon. Zone C (rear) shall have two (2) Whelen Model L31 LED beacons or Approved Equal installed one (1) each side on the upper rear of the apparatus. Zone D (driver's side) shall be covered by the module from the light bar and the rear beacon.	yes	
<u>LOWER LEVEL WARNING DEVICES</u> The lower level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side). Zone A (front) shall have four (4) Whelen M6 series model M6* Super LED warning lights or Approved Equal. The lights shall be installed two (2) each side on the front of the cab in the warning light housings. Zone B (officer's side) shall have two (2) Whelen M6 series	yes	

model M6* Super LED warning lights or Approved Equal and one (1) Whelen ION T-Series TLI* Super LED warning light or Approved Equal. The lights shall be installed one (1) near the front corner of the apparatus, one (1) near the rear axle, and one (1) near the rear corner of the apparatus. Zone C (rear) shall have two (2) Whelen M6 Series model M6* Super LED warning lights or Approved Equal installed one (1) each side on the lower rear of the apparatus. Zone D (driver's side) shall have two (2) Whelen M6 series model M6* Super LED warning lights or Approved Equal and one (1) Whelen ION T-Series TLI* Super LED warning light or Approved Equal. The lights shall be installed one (1) near the front corner of the apparatus, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.	yes	
<u>ADDITIONAL WARNING LIGHT BARS</u> There shall be (2) additional Whelen Freedom IV 21" LED light bars, Model F4MINI, or Approved Equal each with five (5) LED modules. Each light bar shall have one (1) end red LED module, two (2) corner red LED modules, and two (2) forward-facing white LED modules. The light bars shall have all clear outer lenses. The light bars shall be installed on the cab roof each with two (2) MK8H 5" cast aluminum risers.	yes	
<u>ADDITIONAL WARNING LIGHTS</u> There shall be (2) additional Whelen M6 Series model M6* Super LED warning lights or Approved Equal installed on the apparatus.	yes	
<u>ADDITIONAL WARNING LIGHTS</u> There shall be two (2) additional Whelen 600 series model 6RB* Rota-Beam LED warning lights or Approved Equal on the apparatus.	yes	
<u>BROW MOUNTED LED SCENE LIGHT</u> One (1) Fire Research Spectra SPA811-Q20 brow mounted LED scene light or Approved Equal shall be provided. The lamp head shall operate at 12 volts DC, draw 18 amps, and generate 20,000 lumens of light. The light shall be mounted at the front brow of the cab and shall be controlled from a switch in the cab.	yes	

<u>SURFACE MOUNTED LED SCENE LIGHT</u> Eight (8) Fire Research Spectra SPA900-Q70 surface mounted LED scene light or Approved Equal shall be provided. The lamp head shall operate at 12 volts DC, draw 6 amps, and generate 7,000 lumens of light. The light shall be mounted at a fire department specified location and shall be controlled from a switch in the cab.	yes	
<u>4 ADDITIONAL 3-WAY SWITCH</u> Four (4) additional 3-way switch shall be provided per the customer's location.	yes	
<u>GENERATOR</u> The apparatus shall be equipped with a complete electrical power generation system. A Smart Power hydraulic 8.0 KW generator or Approved Equal shall be provided and installed. The generator and wiring shall conform to present National Electric Codes as outlined in the National Fire Protection Association Standards. The output of the generator shall be controlled by an internal hydraulic system. An electrical instrument gauge panel shall be provided for the operator to monitor and control all electrical operations and output. The generator shall be powered by a transmission power take off unit, through a hydraulic pump and motor. The generator shall be operable anytime that the apparatus engine is running and meeting the minimum range of 950 RPM's.	yes	
<u>GENERATOR WARRANTY</u> The Smart Power or Approved Equal generator or Approved Equal shall have a five (5) year manufacturer's warranty.	yes	
<u>BREAKER BOX</u> A circuit breaker box shall be provided with eight (8) spaces for breakers which shall be provided as needed. All wiring shall be installed in liquid tight conduit.	yes	
<u>BREAKER PANEL</u> The breaker panel shall be located in the L1 Compartment and shall meet all requirements set forth by the National Electrical Code and NFPA guidelines.	yes	

<u>AUTOMATIC TRANSFER SWITCH</u> A Progressive Dynamics PD5100 30 amp automatic transfer switch or Approved Equal shall be installed to automatically switch on board loads from shoreline power to generator power.	yes	
<u>CORD REEL</u> There shall be a Hannay Model ECR1616-17-18 electric rewind cable reel or Approved Equal furnished and mounted in a compartment. The reel shall come complete with 150 feet of 10/3 Seoprene Water-resistant (SOW) yellow jacketed cable. A Hannay Type "C" roller assembly and HS-3 cable stop ball or Approved Equals shall be provided.	yes	
<u>REEL MOUNTING</u> The reel shall be mounted in a body compartment. The specific mounting location shall be determined at the preconstruction conference.	yes	
<u>FOUR WAY RECEPTACLE</u> An Akron (GFE) four-way receptacle box with light or Approved Equal shall be provided and hard wired to the end of the cable. The box shall be securely mounted in the immediate area of the cord reel. The mounting shall be a fabricated aluminum bracket equipped with a Velcro or Approved Equal strap to secure the box.	yes	
<u>WILBURT LIGHT TOWER</u> One (1) Wilburt Light tower or Approved Equal will be provide above the water tank and run off of the generator. Will-Burt part#: 720700135 NS 2.3-500 or Approved Equal	yes	
<u>PAINTING</u> All exposed metal surfaces not chrome plated, polished stainless steel or bright aluminum tread plate shall be thoroughly cleaned and prepared for painting. All irregularities in painted surfaces shall be rubbed down and all seams shall be caulked before the application of the finish coat. All removable items such as brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to insure finish paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly. Both aluminum and steel surfaces to	yes	

be painted shall be primed with a two (2)-component primer which is compatible with the finish coat. The apparatus shall be finish painted with a polyurethane base/clear system. "No Exception" A barrier gasket/washer of "High Density Closed Cell Urethane Foam" shall be used behind all lights, handrails, door hardware and any miscellaneous items such as stainless steel snaps, hooks, washers and acorn nuts. The gaskets/washers shall be coated with pressure sensitive acrylic adhesive. All screws used to penetrate painted surfaces shall be pre-treated/coated under the head with nylon and the threads shall have pre-coat #80. This procedure shall be strictly adhered to for corrosion prevention and damage to the finish painted surfaces. The following paint process shall be utilized: Surface Preparation: 1. Wash surface thoroughly with mild detergent. 2. Clean and de-grease with Prep-Sol 3812S or Approved Equal. 3. Sand and feather edge using 400 grit or finer on a dual action sander. 4. Remove sanding dust with a cleaner compatible with polyurethane base coat/clear coat final finish. Substrate treatment: 1. Use a Metal Conditioner followed with a Conversion Coating product. Priming: 1. Use a priming 615S or Approved Equal pretreatment. 2. Use a self etching primer applied to achieve a 1.5 mil dft minimum. 3. Use Prime N Seal sealer compatible with polyurethane base coat. Color Coat: 1. Apply polyurethane base coat 1-2 mil dft minimum. Clear coat: 1. Apply polyurethane clear coat 2 mil dft minimum.	yes	
<u>PAINT TWO TONE CAB</u> The cab exterior surfaces shall be two (2) colors.	yes	
<u>CAB PAINT BREAK LOCATION</u> The paint break line shall be 32" from bottom of drip rail with a swoop style design located on either side of the front grille.	yes	

<u>PAINTED FRAME</u>		
The frame rails and body rear drop shall be painted glossy black.	Yes	
<u>TEXTURED FRAME RAIL COATING</u>		
The area of the frame rails where the pump module shall be located. Shall be applied with a textured coating that matches the frame rail color.	Yes	
<u>AIR CONDITIONING CONDENSER</u>		
The air conditioning condenser shall be painted to match the cab roof.	Yes	
<u>LETTERING</u>		
Forty (40) 4" 22KT Gold laminate goldleaf letters, with left hand shading and right hand outline to equal 4-5/8" letter, shall be provided.	Yes	
Additional 4" letters shall be provided.		
Additional 6" letters shall be provided.		
<u>EMBLEM</u>		
The fire department emblems shall be provided on the cab doors in 22KT Gold laminate.	Yes	
<u>REFLECTIVE MATERIAL, CHEVRON STRIPING, INTERIOR CAB DOORS, ORAFOL REFLEXITE OR APPROVED EQUAL</u>		
The apparatus shall have reflective Orafol Reflexite Chevron or Approved Equal striping affixed to the inside of each cab door. The striping shall be plainly visible to oncoming traffic when the doors are in the open position.	Yes	
<u>STRIPING</u>		
A 8" Scotchlite stripe or Approved Equal shall be provided across the front of the cab and along each side of the apparatus. A 1/8" highlight color above and black edge below the Scotchlite or Approved Equal stripe shall be provided.	Yes	

<u>CHEVRON STRIPING, REAR BODY OUTBOARD, ORAFOL REFLEXITE OR APPROVED EQUAL</u> The apparatus shall have 6" red and yellow reflective Orafol Reflexite Chevron or Approved Equal style striping affixed to the outboard rear body panels. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.	Yes	
<u>CHEVRON STRIPING, LADDER CHUTE DOOR, ORAFOL REFLEXITE</u> The ladder chute door shall have 6" red and yellow reflective Reflexite Chevron or Approved Equal style striping affixed to it. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.	Yes	
<u>GRAPHICS WARRANTY</u> Graphics shall have a five (5) year warranty against defects in material. Additional terms and conditions may apply.	Yes	
<u>MISCELLANEOUS EQUIPMENT FURNISHED</u> 1 pt. touch-up paint A bag of stainless steel nuts and bolts, as used in the construction of the apparatus.	Yes	
<u>WHEEL CHOCKS</u> Two (2) Ziamatic #SAC-44 folding wheel chocks with SQCH-44H holders or Approved Equal shall be provided. The wheel chocks shall be located in an area close to the rear axles easily accessible from the side of the apparatus.	Yes	
<u>OPERATION AND SERVICE MANUALS</u> Complete "Operation and Service" manuals shall be supplied on two (2) USB flash drives with the completed apparatus. Service manual instructions shall include service, maintenance and troubleshooting for major and minor components of the truck. The apparatus manufacturer shall supply part numbers for major components (i.e. Engine, Axles, Transmission, Pump, etc.). A table of contents, hydraulic, air brake and overall apparatus wiring schematics shall be included. A video demonstration on the operation of the truck shall be supplied on the flash drive.	Yes	

<u>APPARATUS COMPLETION</u> The customer shall be notified approximately seven (7) days prior to the completion of the apparatus so they may make necessary travel arrangements to pickup the apparatus at the factory.	yes	
<u>DEALER PREP/INSPECTION</u> The apparatus dealer responsible for the sale of the apparatus shall perform a pre-delivery inspection of the apparatus prior to the customer taking possession of the vehicle. This inspection allows for the dealer to record all applicable part and serial numbers for the apparatus so that service and parts can be easily facilitated during the service life of the vehicle. This inspection also allows for a second quality control check, prior to the apparatus being placed in service.	yes	
<u>WARRANTIES</u> The following warranties shall be supplied. See warranty documents for complete coverage details of each warranty provided. The apparatus shall be warranted to be free from mechanical defects in workmanship for a period of one (1) year. The apparatus shall be covered for parts and labor costs associated with repairs for a period one (1) year. • Life-time warranty on the frame. • Ten (10) year cab structural warranty. • Ten (10) body structural warranty. • Ten (10) year warranty on paint. • The OEM warranties shall be applied for all major components.	yes	
<u>MANUFACTURING & LOCATIONS</u> The apparatus will be manufactured in facilities wholly owned and operated by the company. A complete stock of service parts, and service shall be provided on a 24 hours around the clock basis. The company shall maintain parts and service for a minimum period of twenty (20) years on the apparatus model.	yes	
<u>DECKGUN</u> One (1) Akron brass deckgun 3423 with base (4" Storz) or	yes	

Approved Equal will be supplied		
<u>ALLOWANCE FOR COMPARTMENT MOUNTING</u> An sufficient allowance shall be included in the bid price for the mounting of loose fire equipment plus a map box.	yes	
<u>TASK FORCE TIPS ("TFT") INTAKE VALVES OR APPROVED EQUAL</u> Two (2) TFT intake valves or Approved Equals shall be provided.	yes	
Final Detail for Delivery	yes	

TOTAL AMOUNT OF BID PER SPECIFICATION:\$ 1,208,634

OF MONTHS FROM DATE OF ORDER TO DELIVERY: 36-38

DISTANCE IN MILES FROM BRECKSVILLE FIRE DEPARTMENT (9023 BRECKSVILLE ROAD, BRECKSVILLE, OHIO 44141) TO BIDDER'S INSTALLATION AND SERVICE FACILITY:

120 miles

WARRANTY INFORMATION:

Included in bid

Please attached additional pages, as needed.

NAME AND ADDRESS OF BIDDER:

Sutphen Corporation
6450 Eiterman Rd
Dublin, OH 43016

PHONE 614-329-1610

EMAIL andy.herb@sutphen.com

AUTHORIZED SIGNATURE:

Andy J. Herb

Andy J. Herb
(PLEASE TYPE OR PRINT NAME)

TITLE: Board of Directors

DATE OF BID SUBMISSION: 7/15/25

ENCLOSURES: ☒ 10% BID BOND or ☐ CERTIFIED CHECK, AMOUNT \$ _____

All addenda, revised Drawings and Bulletins issued have been included in this bid and are listed below.

<u>Addendum</u>	<u>Dated</u>	<u>Drawings</u>	<u>Rev. Date</u>
-----------------	--------------	-----------------	------------------

No. 1

No. 2

No. 3

In submitting this bid, Bidder represents to the City that it:

- Has examined, read and understands the Bid Specifications and Contract Documents;
- Has given the City written notice of all conflicts, omissions, errors, or discrepancies discovered in the contract documents and the written response or resolution of the issue by the City is acceptable to the Bidder.
- Is a duly qualified, capable, and bondable business entity, that is not in or contemplating bankruptcy or receivership, and that is not currently delinquent with respect to payment of taxes assessed by any political subdivision.
- Is familiar with the statutory obligation to provide workers' compensation insurance coverage for all employees engaged in work on the Project, and that, if awarded the contract, the bidder will

ensure that this coverage is maintained in full force and effect for all of its employees and for all employees of subcontractors engaged in work on this Project, and will provide certificates of insurance for all coverage to the City.

- e. Certifies that the bid price contained in this bid have been carefully checked and is submitted as correct and final.
- f. If written notice of acceptance of this bid is mailed or delivered to undersigned within sixty (60) days after date set for opening of this bid, or at any other time thereafter before it is withdrawn, undersigned will execute and deliver Contract Documents to the City in accordance with this bid as accepted, and will also furnish and deliver to the City the required bonds, and proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of notification of acceptance of this bid.

The undersigned agrees, if awarded the Contract, to guarantee completion of the work as prescribed in the Bid Specifications. The City reserves the right to reject any or all proposals, or portions thereof, to waive any informalities or irregularities in the proposals received and to accept any bid/proposal which is deemed to be in its best interest.

Respectfully submitted,

Firm Name Sutphen Corporation

By Andy J. Herb Andy J. Herb
(Signature) (Printed Name)

Title Board of Directors

Official Address 6450 Eiterman Rd
Dublin, OH 43016



Nationwide Mutual Insurance Company

Bid Bond No: 5242

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

SUTPHEN CORPORATION
6450 EITERMAN ROAD
DUBLIN, OH 43016

SURETY: (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

OWNER: (Name, legal status and address)

CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE, OH 44141

BOND AMOUNT: Ten Percent of Amount Bid (10%)

PROJECT: (Name, location or address, and Project number, if any) ONE SUTPHEN CUSTOM PUMPER

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed, and sealed this 10th day of July, 2025.

(Witness to Principal)

(Principal's Signature)

(Seal)

Treasurer

Sutphen Corporation

(Title)

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By:

Babette Ward, Attorney-in-Fact

THE UNITED STATES OF AMERICA

IN SENATE

January 1, 1900

REPORT

OF THE

COMMISSIONERS OF THE GENERAL LAND OFFICE

IN RESPONSE TO A RESOLUTION

PASSED BY THE SENATE

APRIL 1, 1899

Very respectfully,
Submitted,
J. B. Lusk,
Commissioner.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANNMARIE BREENE; BABETTE WARD; CATHY H HO; DANA DONAHUE; ERIN M DENNISON; JOANNE C WAGNER; KIMBERLY G SHERROD;
LORI S SHELTON; PATRICIA DORSANEO; PATRICIA A RAMBO; SARA OWENS; WAYNE G MCVAUGH;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

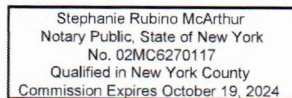


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

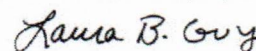


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of July, 2025.



Assistant Secretary





Sutphen

Component Report

Dealership: Herb Fire 3 (Bob Jones)

HS- Brecksville FD, Ohio Customized Pumper

Order#: DQ017998-1

Contact:

Position:

Phone:

Mobile:

Email:

Bill To

Customer: Brecksville FD
Contact: ,
Address: 9023 Brecksville Rd

Brecksville, Ohio 44141

Ship To

Customer: Brecksville FD
Contact: ,
Address: 9023 Brecksville Rd

Brecksville, Ohio 44141

Comments

Project Manager:
Sales Person: Bob Jones
Revision Level:
Truck Type:
Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	Urbana	1	Facility = Urbana
2	10000225	1	STD WIRING SCHEMATIC (USB)
3	10310100	1	CHASSIS
CHASSIS			
4	10010006	1	CHASSIS, CUSTOM
5	51070207	1	Wheelbase = 207
6	51010310	1	WHEELBASE GREATER THAN 200"
7	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
8	45040100	1	FRONT BUMPER CLIP
9	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
10	46010000	1	REAR TOW EYES, PAINTED
11	40010250	1	STEERING - ROSS TAS-85
12	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR

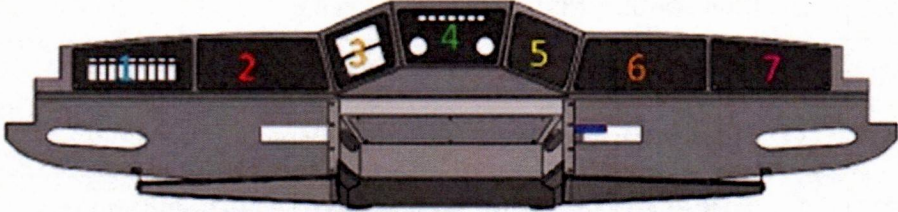
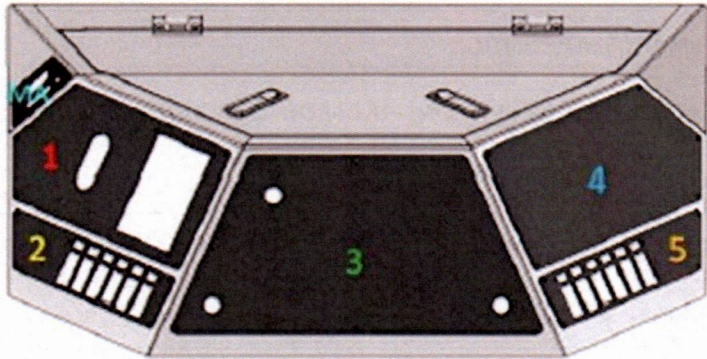
Line	Item #	Qty	Item Description/Comments
13	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
14	23015100	1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD
15	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
16	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
17	23030006	1	AIR INTAKE/EMBER SEPARATOR
18	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
19	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
20	47012520	1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X10HHD, X12, X15)
21	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
22	23110000	1	JACOBS ENGINE BRAKE
23	47024050	1	TRANSMISSION COOLER
24	47030000	1	ALLISON TOUCH PAD SHIFTER
25	47030120	1	SHIFTER PAD GEARING, 6 GEARS OPEN, MODE BUTTON FOR GENERATOR
26	21021200	1	COOLING SYSTEM
27	21030195	1	COOLANT FILTER
28	21030000	1	FAN CLUTCH
29	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
30	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
31	26030000	1	FUEL FILL
32	26030100	1	FUEL COOLER
33	24040000	1	DIESEL EXHAUST FLUID TANK
34	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
35	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
36	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
37	15031700	1	BATTERY JUMPER TERMINALS
38	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012

Line	Item #	Qty	Item Description/Comments
39	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
40	15040100	4	120V OUTLET WIRED TO SHORELINE INLET - EA (4)
41	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
42	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
43	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
44	41030030	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 2 YEARS
45	41040510	1	STEER ASSIST
46	43010310	1	FRONT TIRES, MICHELIN 385/65R22.5 LRL X MULTIWAY HD XZE 22.5 x 12.25 WHEELS
47	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
48	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
49	14530100	1	TOP SPEED, 68 MPH
50	42010001	1	REAR SUSPENSION, REYCO 27,000 LBS. LEAF
51	42030010	1	REAR SUSPENSION WARRANTY, REYCO
52	44010372	1	REAR TIRES, MICHELIN 12R22.5 LRH XDN2 MUD & SNOW 24000 - 27,000 GVWR
53	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
54	44210210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 27K rear)
55	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
56	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
57	44271100	1	MUD FLAPS, FRONT (PAIR)
58	44271200	1	MUD FLAPS, REAR (PAIR)
59	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
60	16010265	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, MERITOR DISC PLUS EX225 REAR (SINGLE AXLE)
61	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
62	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
63	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
64	18010048	1	AUTOMATIC HEATED MOISTURE EJECTORS W/MANUAL PULL CABLE

Line	Item #	Qty	Item Description/Comments
65	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
66	18033000	1	KUSSMAUL 091-28 AIR EJECT W/FEM COUPLING
67	18210000	1	ELEC STABILITY CONTROL SYST
68	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
69	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
70	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
71	10310110	1	CAB
CAB			
72	11023250	1	CAB TSAL4E 73" 10" RR 1/2
73	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
74	11030950	1	CAB LOCKDOWN LATCHES
75	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
76	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
77	11031100	1	MANUAL BACK-UP TILT SYSTEM
78	11031350	1	CAB DOORS, FULL LENGTH (4)
79	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
80	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
81	11031421	1	CAB DOOR WINDOWS, POWER (4)
82	11031400	1	DELETE CAB SIDE WINDOWS
83	11031460	1	NO WINDOWS, BACK WALL OF CAB
84	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (2)
85	52010010	1	ELECTRIC INTERMITTENT WIPERS
86	52030200	1	WINDSHIELD WASHER RESERVOIR
87	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
88	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
89	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
90	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING

Line	Item #	Qty	Item Description/Comments
91	20012220	1	BUMPER, 24" FORMED STEEL CHANNEL, PAINTED
92	20029830	1	BUMPER SIDES, PAINTED STEEL, W/POCKET (12-24" EXTENSION)
93	20029910	1	BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)
94	20040230	1	STORAGE WELL, DEEP CENTER, 3/4 WIDTH (24" BUMPER)
95	20040295	1	SPECIAL Storage Well Cover (2) STRAPS WITH STAINLESS SEAT BELT BUCKLES
96	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
97	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER
98	20031200	1	BELL MOUNTED FRONT BUMPER
99	20031230	1	MOVEABLE MOUNTING WITH INTERLOCK FOR BELL
100	20088888	1	SPECIAL ITEM, FRONT HOSE TROUGH DIVIDER
101	20088888	1	SPECIAL ITEM, BELL ENGRAVED
102	12010420	1	AIR HORNS, DUAL, HADLEY E TONE H09324AC ROUND, 24.5", THRU BUMPER
103	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
104	12030350	1	LANYARD CONTROL FOR AIR HORNS
105	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT
106	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
107	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
108	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
109	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
110	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
111	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
112	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING & TURN SIGNAL)
113	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
114	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)
115	32530299	1	SPECIAL Fog Lights SPECIAL ITEM, FOG LIGHTS, RIGID D SERIES, RECESSED IN BUMPER
116	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE

Line	Item #	Qty	Item Description/Comments
117	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
118	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
119	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
120	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
121	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
122	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
123	27040110	1	INTERIOR DOOR, NYLON STRAP (FRONT CAB DOORS)
124	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
125	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
126	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
127	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
128	11032100	1	NO OPENING TO CREW SEAT COMPT
129	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
130	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
131	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
132	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
133	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT
134	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
135	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD
136	11032939	1	SPECIAL Door Panel PAINTED BLACK SPECKLE PAINT
137	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
138	11035375	1	DIAMONDPLATE CAB FLOOR
139	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
140	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
141	11031677	1	CENTER CONSOLE NOT PROVIDED
142	22610050	1	ENGINE HOOD LIGHT, LED (1)

Line	Item #	Qty	Item Description/Comments
143	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
144	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)
145	31088888	1	SPECIAL ITEM, CAB FLOOR
146	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
147	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console: 
148	30010508	1	LOWER COMMAND CONSOLE, X10
			
149	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES PUMP TRANSMISSION)
150	30011010	1	PUMP INTERLOCK, CONNECTED WITH ODOMETER
151	30031615	1	DO NOT MOVE LIGHT, WHELEN ION-T LED
152	30031675	1	DO NOT MOVE DISENGAGE BUTTON
153	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
154	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
155	30031100	1	HIGH IDLE SWITCH
156	11040000	1	CAB ACCESSORY FUSE PANEL
157	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE

Line	Item #	Qty	Item Description/Comments
158	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
159	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
160	30031830	3	12V DUAL POWER POINT, USB/USBC, POWERWERX (3)
161	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
162	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
163	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
164	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
165	28090003	1	HEAT TO FEET
166	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
167	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
168	38510116	1	DRIVER'S SEAT, BOSTROM SIERRA 500 HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
169	38340110	1	PRIMARY SEAT POSITION
170	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
171	38320000	1	HELMET STORED IN COMPARTMENT
172	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
173	38340110	1	PRIMARY SEAT POSITION
174	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
175	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
176	38320000	1	HELMET STORED IN COMPARTMENT
177	11031821	1	EMS CABINET, REAR FACING, BEHIND DRIVER
178	11032240	1	INTERIOR ACCESS, ROLL-UP DOOR, ROM
179	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
180	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
181	11031822	1	EMS CABINET, REAR FACING, BEHIND OFFICER
182	11032240	1	INTERIOR ACCESS, ROLL-UP DOOR, ROM
183	11032450	1	COMPT DOOR LOCK - NOT PROVIDED

Line	Item #	Qty	Item Description/Comments
184	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
185	39521465	1	CREW SEAT 3, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
186	38340120	1	SECONDARY SEAT POSITION
187	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
188	38320000	1	HELMET STORED IN COMPARTMENT
189	39521466	1	CREW SEAT 4, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
190	38340110	1	PRIMARY SEAT POSITION
191	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
192	38320000	1	HELMET STORED IN COMPARTMENT
193	39521467	1	CREW SEAT 5, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
194	38340110	1	PRIMARY SEAT POSITION
195	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
196	38320000	1	HELMET STORED IN COMPARTMENT
197	39550200	1	SEAT COLOR, BLACK
198	39610000	4	SCBA BRACKETS, BOSTROM, SECURE ALL (4)
199	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
200	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
201	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
202	84541750	1	INSTALLATION OF 2-WAY RADIO ANTENNA BASE MOUNT W/CABLE (1)
203	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
204	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)
205	10310200	1	PUMP & PLUMBING
PUMP & PLUMBING			
206	60012550	1	QMAX-2000 GPM 6" SUCTION SINGLE STAGE PUMP
207	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
208	60026000	1	PUMP PACKING, HALE
209	60031005	1	ALLOY ANODES, HALE (2)

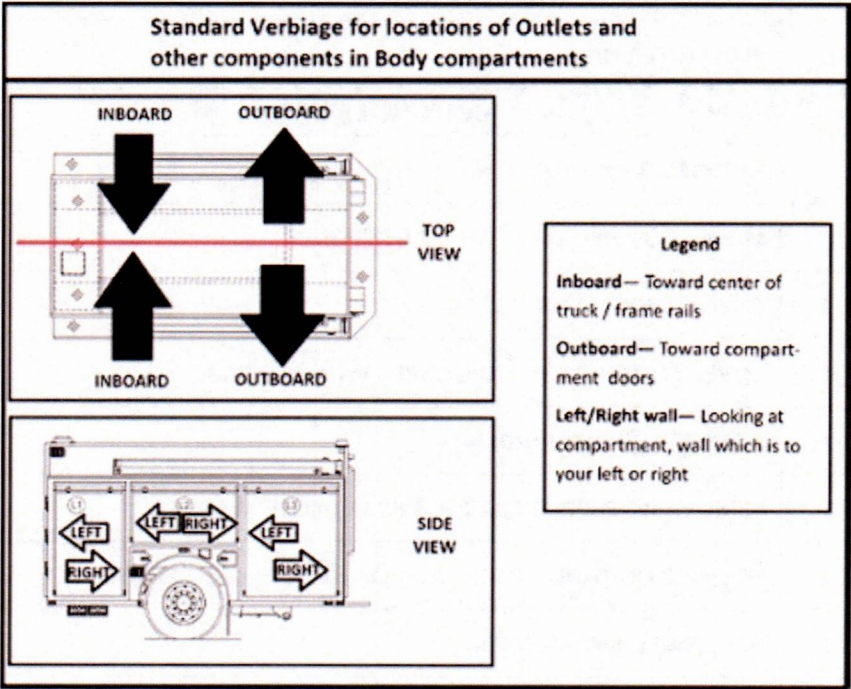
Line	Item #	Qty	Item Description/Comments
210	60035123	1	PUMP TEST, THIRD PARTY TESTING
211	61510010	1	DELETE AUXILIARY COOLER (HEAT EXCHANGER)
212	62010002	1	STAINLESS STEEL PIPING
213	66020100	1	3" TANK TO PUMP W/CHECK VALVE
214	61720100	1	VALVE, AKRON HEAVY DUTY
215	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
216	73010201	1	TANK FILL 2"
217	61720100	1	VALVE, AKRON HEAVY DUTY
218	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
219	61010405	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
220	61210410	1	INTAKE PRESSURE CONTROL, TFT A1831
221	63021100	1	6" MAIN SUCTION, LEFT SIDE
222	65030000	1	2.5" LEFT SIDE INLET
223	61720100	1	VALVE, AKRON HEAVY DUTY
224	61770100	1	ACTUATOR, VALVE, SWING HANDLE
225	60036020	1	THREADS, SPECIAL
226	63034750	1	ADAPTER, 2.5" NST M X 2.5" SPEC FE SWIVEL, W/PLUG & CHAIN
227	63025100	1	6" MAIN SUCTION, RIGHT SIDE
228	64030000	1	2.5" RIGHT SIDE INLET
229	61720100	1	VALVE, AKRON HEAVY DUTY
230	61770100	1	ACTUATOR, VALVE, SWING HANDLE
231	60036020	1	THREADS, SPECIAL
232	63034750	1	ADAPTER, 2.5" NST M X 2.5" SPEC FE SWIVEL, W/PLUG & CHAIN
233	65550300	1	5" FRONT SUCTION, TOP
234	63030400	1	HALE MASTER INTAKE VALVE, ELEC
235	63060100	1	RELIEF VALVE FOR MIV

Line	Item #	Qty	Item Description/Comments
236	65552120	1	SWIVEL, 5" NPT X 6" NST
237	70525125	1	2.5" DISCHARGE, LEFT - POSITION 1
238	61720100	1	VALVE, AKRON HEAVY DUTY
239	61770110	1	ACTUATOR, VALVE, PUSH/PULL W/RACK& SECTOR
240	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
241	61810160	1	DISCHARGE TERMINATION, STRAIGHT
242	60036020	1	THREADS, SPECIAL
243	61888888	1	SPECIAL Adapter for Discharge #1 SPECIAL THREAD ADAPTER
244	61860100	1	ADAPTER, 2.5" SPEC FE X 1.5" NST M W/CAP & CHAIN
245	70525125	1	2.5" DISCHARGE, LEFT - POSITION 2
246	61720100	1	VALVE, AKRON HEAVY DUTY
247	61770110	1	ACTUATOR, VALVE, PUSH/PULL W/RACK& SECTOR
248	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
249	61810160	1	DISCHARGE TERMINATION, STRAIGHT
250	60036020	1	THREADS, SPECIAL
251	61888888	1	SPECIAL Adapter for Discharge #2 SPECIAL THREAD ADAPTER
252	61860100	1	ADAPTER, 2.5" SPEC FE X 1.5" NST M W/CAP & CHAIN
253	71025140	1	4" DISCHARGE, RIGHT - POSITION 3
254	61720100	1	VALVE, AKRON HEAVY DUTY
255	61770425	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
256	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
257	61810160	1	DISCHARGE TERMINATION, STRAIGHT
258	60036010	1	THREADS, NST
259	61840305	1	ADAPTER, 4" NST FE X 4" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
260	71025130	1	3" DISCHARGE, RIGHT - POSITION 4
261	61720110	1	VALVE, AKRON SLOW CLOSE

Line	Item #	Qty	Item Description/Comments
262	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
263	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
264	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
265	60036010	1	THREADS, NST
266	61888888	1	SPECIAL Adapter for Discharge #4 GATED WYE 3" FM NST X (2) M CLEVELAND THREADS WITH SPECIAL CAPS
267	71930800	1	DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED
268	61720100	1	VALVE, AKRON HEAVY DUTY
269	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
270	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
271	61810160	1	DISCHARGE TERMINATION, STRAIGHT
272	60036010	1	THREADS, NST
273	71930705	1	DISCHARGE 2" FRONT/LEFT HOSEBED W/SWIVEL
274	61720100	1	VALVE, AKRON HEAVY DUTY
275	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
276	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
277	61810160	1	DISCHARGE TERMINATION, STRAIGHT
278	60036010	1	THREADS, NST
279	71988888	1	SPECIAL ITEM, THIRD 2" DISCHARGE FRONT LEFT LOWER HOSE BED
280	72030800	1	DISCHARGE 2.5" FRONT/RIGHT OF MAIN HOSEBED
281	61720100	1	VALVE, AKRON HEAVY DUTY
282	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
283	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
284	61810160	1	DISCHARGE TERMINATION, STRAIGHT
285	60036020	1	THREADS, SPECIAL
286	61850100	1	ADAPTER, 2.5" NST FM X 2.5" SPEC M W/CAP & CHAIN
287	72088888	1	SPECIAL ITEM, TERMINATE RIGHT REAR LOWER HOSE BED REAR OF BODY

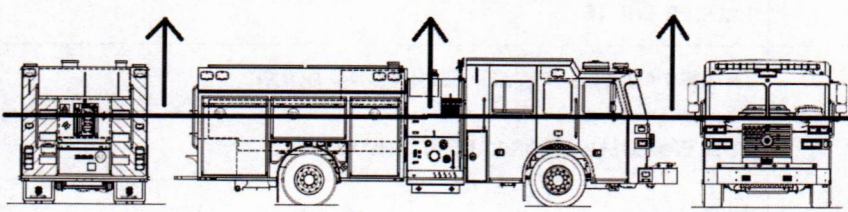
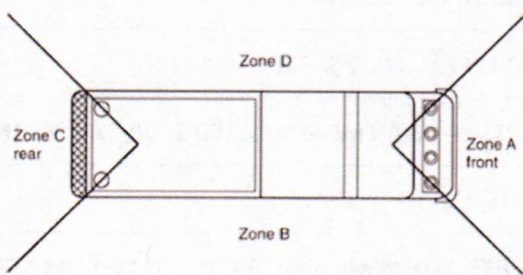
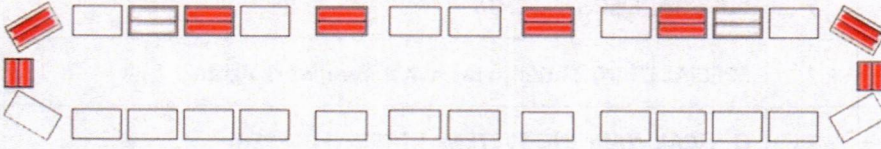
Line	Item #	Qty	Item Description/Comments
288	72088888	1	SPECIAL ITEM, PROTECTETIVE COVER FOR RIGHT REAR DISCHARGE
289	72088888	1	SPECIAL ITEM, RIGHT REAR ADAPTER
290	72230000	1	DISCHARGE 1.5" FRONT BUMPER, 2" PLUMBING
291	61720100	1	VALVE, AKRON HEAVY DUTY
292	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
293	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
294	60036010	1	THREADS, NST
295	72530100	1	DECK GUN DISCHARGE 3"
296	61720110	1	VALVE, AKRON SLOW CLOSE
297	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
298	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
299	72570110	1	DECK GUN TERMINATION, FLANGED
300	72588888	1	SPECIAL ITEM, PREPIPED EXTENDER
301	60036020	1	Special Threads = CLEVELAND
302	72810100	1	DELETE STD CROSSLAYS
303	72888888	1	SPECIAL ITEM, ADJUSTABLE DIVIDER
304	84010005	1	BOOSTER REEL W/150' OF 1" HOSE,NOZZLE & MOUNT
305	84030000	1	AIR BLOW OUT VALVE FOR BOOSTER REEL
306	61720100	1	VALVE, AKRON HEAVY DUTY
307	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
308	60036010	1	THREADS, NST
309	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
310	61730005	11	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP (11)
311	10310220	1	PUMP PANEL
PUMP PANEL			
312	74910120	1	PA SM2 - SIDE MOUNT PUMP PANEL
313	74930510	1	PANEL FINISH, BRUSHED STS

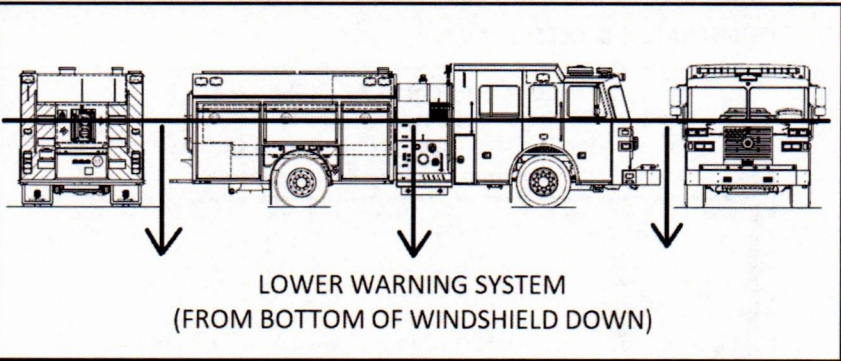
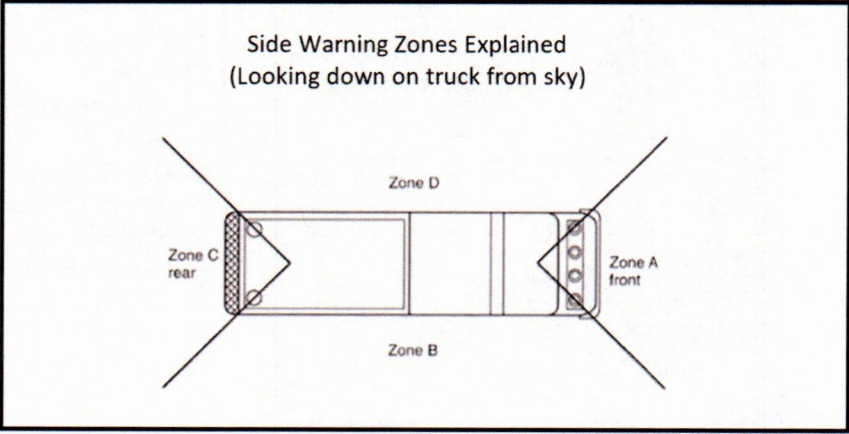
Line	Item #	Qty	Item Description/Comments
314	74931000	1	ESCUTCHEON PLATES
315	74931050	1	COLOR CODING
316	74931200	1	PUMP MODULE FRAMEWORK, PAINTED BY SUTPHEN
317	74931310	1	PUMP FINISH, PAINTED BY PUMP MFG
318	74931520	1	PLUMBING FINISH, NON-PAINTED
319	74931620	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
320	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES
321	75510261	1	PUMP OPERATOR LIGHTS, AMDOR H2O LED STRIP
322	75530136	1	PUMP PANEL LIGHTS OFFICER'S SIDE, AMDOR H2O LED STRIP
323	76088888	1	SPECIAL ITEM, TRIDENT AIR PRIMER FRONT SUCTION
324	76010105	1	PUMP PANEL GAUGES & CONTROLS
325	60028070	1	PUMP PRIMER, TRIDENT, AUTO
326	76025100	1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)
327	76031800	1	PUMP COMPARTMENT HEATER WITH 12V FAN (PPR)
328	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
329	76510065	1	GAUGES, MASTER, INNOVATIVE CONTROLS TC SERIES, 4"
330	77510050	1	GAUGE, WATER LEVEL, INNOVATIVE CONTROLS SL-14
331	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
332	10310230	1	WATER TANK
WATER TANK			
333	83525000	1	WATER TANK BRAND, UNSPECIFIED
334	83510205	1	WATER TANK, 1000 GAL, POLY
335	83530110	1	WATER TANK WARRANTY, LIFETIME
336	10310300	1	BODY
BODY			
337	80029900	1	BODY SUBFRAME, PUMPER/TANKER
338	80110420	1	BODY PA-12 RES 43/53, LAD CHUTE

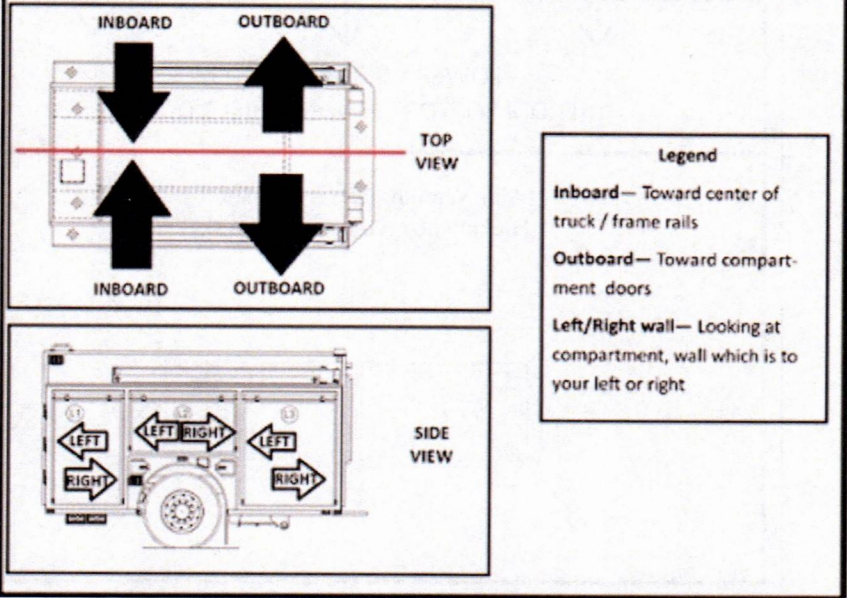
Line	Item #	Qty	Item Description/Comments
339	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED
340	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			
			Standard Verbiage for locations of Outlets and other components in Body compartments  Legend Inboard— Toward center of truck / frame rails Outboard— Toward compartment doors Left/Right wall— Looking at compartment, wall which is to your left or right
341	81130200	1	ADJUSTABLE SHELF [L1] (1)
342	81150200	1	250# SLIDE-MASTER SLIDE OUT/TILT DOWN DRAWER [L2] (1)
343	81150000	2	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL [L3] (2)
344	81130200	1	ADJUSTABLE SHELF [R1] (1)
345	81130200	2	ADJUSTABLE SHELF [R3] (2)
346	81150305	1	600# SLIDE-MASTER TRAY, 100% SLIDEOUT [R3] (1)
347	81150305	1	600# SLIDE-MASTER TRAY, 100% SLIDEOUT [A1] (1)
348	81165705	1	UNISTRUT TRACK IN COMPTS
349	80220120	1	COMPT DOORS, HINGED, ALUM, PAINTED
350	80230620	1	DOOR SILL PROTECTION, BODY COMPTS, NOT FACTORY PROVIDED
351	80225000	1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH
352	80230910	1	ROLL UP DOORS WARRANTY, ROM, 7 YEARS
353	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED

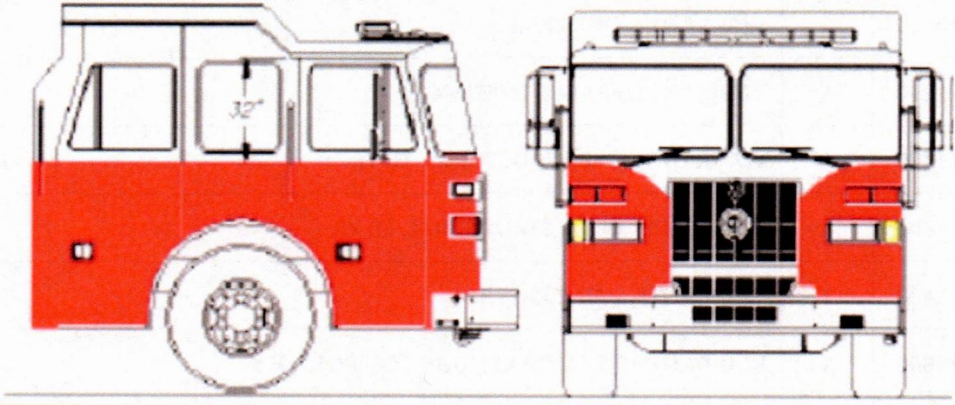
Line	Item #	Qty	Item Description/Comments
354	80230300	1	COMPT INTERIOR FINISH, SMOOTH
355	80230400	1	HINGED COMPT DOORS INTERIOR FINISH, SMOOTH
356	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
357	10310305	1	BODY EXTERIOR
BODY EXTERIOR			
358	81310000	1	HOSEBED, ALUM FLOORING
359	81330140	1	LOWER HOSEBED 16 INCHES, CENTER ONLY
360	81410000	1	COVER, VINYL, MAIN HOSE BED
361	81440201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
362	81330304	1	HOSE BED DIVIDERS, ADJ (4)
363	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER
364	81332005	1	HOSEBED LIGHTING, FRONT, AMDOR H2O LED LIGHT STRIPS
365	81910100	1	HANDRAILS, KNURLED STS
366	82210000	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT (ALUM PUMPERS)
367	82310000	1	STEPS, REAR BODY (14x11 & 14x8)
368	82510000	1	RUB RAILS, ANODIZED ALUM
369	83010050	1	ALUMINUM TREADPLATE (PUMPER/TANKER)
370	83030315	1	REAR STEP/TAILOBOARD CORNERS, 45 DEGREE
371	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
372	80290062	1	OIL DRY HOPPER W/ SCBA CYLINDERS COMPT (2 TRIPLE-FMI, 1 SINGLE-SIG4)
373	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS
374	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
375	80290420	2	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (2)
376	80290520	1	DOOR FINISH, BRUSHED STAINLESS, OIL DRY HOPPER (1)
377	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHER LIGHTWEIGHT
378	88540100	1	SUCTION HOSE MOUNTING, DIAMOND PLATE TROUGHS
379	88550300	1	STRAINER NOT PROVIDED

Line	Item #	Qty	Item Description/Comments
380	89011500	1	LADDERS, ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
381	89510200	1	LADDER CHUTE
382	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
383	89590025	1	FULL ENCLOSURE FOR LADDER CHUTE
384	10310310	1	ELECTRICAL
ELECTRICAL			
385	84550199	1	LICENSE PLATE BRACKET - NOT PROVIDED
386	84511100	1	BODY ELECTRICAL DESCRIPTION
387	84520000	1	BACK UP ALARM, ECCO SA917
388	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAI/TURN/REVERSE, QUAD HOUSING (PAIR)
389	85110100	1	ICC LIGHTS, LED
390	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
391	85710040	1	UNDERCARRIAGE GROUND LIGHTS, WHELEN 2G LED
392	86520200	1	REAR WORK LIGHTS, (2) RIGID D2 DIFFUSION FLOOD, LED
393	86590888	1	~UPGRADE SCENELIGHTS
394	85788888	1	SPECIAL ITEM, 2 additional switch rear work lights
395	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)  Side Warning Zones Explained (Looking down on truck from sky) 
396	86610110	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 10 MODULES
			
397	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
398	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
399	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
400	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
401	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			 
402	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
403	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
404	87210200	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
405	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
406	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)
407	87410200	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES TLI* (QTY 1)
408	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
409	87590888	1	~UPGRADE WARNING LIGHTS
410	87037238	1	ADDITIONAL LIGHTBARS, WHELEN MINI FREEDOM IV 21" LED LIGHT BARS, F4NMINI (PAIR)
411	87537734	1	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR) (1)
412	87537736	1	ADDITIONAL WARNING LIGHTS, WHELEN 600 ROTA-BEAM LED, 6RB* (PAIR) (1)
413	88390902	1	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW (1)
414	88390950	8	SCENE LIGHT, FRC SPECTRA 900, 12V LED, SURFACE MOUNT (8)
415	88399940	8	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (8)

Line	Item #	Qty	Item Description/Comments
416	10310320	1	GENERATOR & ACCESSORIES
GENERATOR & ACCESSORIES			
			Standard Verbiage for locations of Outlets and other components in Body compartments  Legend Inboard— Toward center of truck / frame rails Outboard— Toward compartment doors Left/Right wall— Looking at compartment, wall which is to your left or right
417	88230210	1	GENERATOR, SMART POWER, 8KW TM HYD
418	88238510	1	GENERATOR WARRANTY, SMART POWER, 5 YEARS
419	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS
420	88251100	1	BREAKER PANEL, STD LOCATION (L1)
421	88232025	1	AUTOMATIC TRANSFER SWITCH, PROGRESSIVE DYNAMICS, PD5100
422	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)
423	88433010	1	MOUNTING OF ELEC CORD REEL IN BODY COMPT
424	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE (1)
425	88328888	1	SPECIAL Light Tower WILBURT LIGHT TOWER
426	10310410	1	PAINT & FINISH
PAINT & FINISH			
427	90010020	1	PAINT SCHEME
428	90030007	1	TWO TONE CAB
429	90029960	1	PAINT BREAK #6 - BETWEEN WINDSHIELD AND TOP OF GRILLE W/ GRILLE SWOOP

Line	Item #	Qty	Item Description/Comments
			
430	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
431	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
432	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
433	90510010	1	4" LETTERING , 22K UP TO 40
434	90530010	25	ADDITIONAL 4" 22KT LETTERS (EACH) (25)
435	90530020	15	ADDITIONAL 6" 22KT LETTERS (EACH) (15)
436	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)
437	90600220	1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
438	90610300	1	8" SCOTCHLITE STRIPE AROUND TRUCK
439	90630250	2	1/8" EDGE ABOVE AND BELOW SCOTCHLIGHT - ONE HIGHLIGHT COLOR & ONE BLACK (2)
440	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
441	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
442	90789100	1	GRAPHICS WARRANTY, AGI, 5 YEARS, MATERIAL ONLY
443	10310420	1	EQUIPMENT
EQUIPMENT			
444	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
445	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
446	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
447	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
448	99031105	1	PICK-UP UNIT AT FACTORY

Line	Item #	Qty	Item Description/Comments
449	99520110	1	WARRANTY, ONE YEAR
450	99521100	1	WARRANTY, FRAME, LIFETIME
451	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
452	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
453	99521400	1	WARRANTY, PAINT, 10 YR.
454	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
455	10310500	1	DEALER SUPPLIED
DEALER SUPPLIED			
456	Deck Gun 3423	1	DEALER SUPPLIED - Akron Brass Deckgun 3423
457	SP Mount	1	DEALER SUPPLIED - Sensible Products Mounting
458	Other	1	DEALER SUPPLIED - OTHER - TFT INTAKE 4INCH STORZ
459	Other	1	DEALER SUPPLIED - OTHER - TFT INTAKE 4INCH STORZ

Exceptions

- 1) We take exception to the contract included in the bid specifications. Sutphen's standard contract has been submitted as part of our bid.

NON-COLLUSION AFFIDAVIT

NOTE: This affidavit properly executed and containing all required information must accompany you bid. If you fail to comply, your bid will not be considered.

STATE OF OHIO
COUNTY OF Franklin

} SS

Shelby Sutphen Chambers

being first duly sworn says:

Individual Only

That he is an individual doing business under the name of _____ at _____ in the City of _____ State of _____

Partnership Only

That he/she is the duly authorized representative of _____

at _____ in the City of _____ State of _____

Corporations Only

That he the duly authorized qualified and acting
President of Sutphen Corporation

A corporation organized and existing under the laws of the State of Ohio and that he/she, said partnership or said corporation is filing herewith a proposal of bit to the City, is in conformity with the foregoing specifications.

For Individual Only

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract:

For Partnership Only Affiant further says that the following is a complete and accurate list of the names and addresses of all the members of said partnership:

Affiant further says that said partnership is Represented by the following attorneys:

For Corporations Only Affiant further says that the following is a complete and accurate list of the officers, directors and attorney of said corporation:

President: Shelby Sutphen Chambers

Vice President: Julia S. Phelps

Secretary: _____

Project Manager: _____

Attorney: _____

Directors: See Attached

and that the following officers are duly authorized to execute contracts on behalf of said corporation

Shelby Sutphen Chambers, Julia S. Phelps,
_____, _____.

Affiant further says that the proposal or bid filed herewith is not made in the interest of or no behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not, directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly, or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price or that of any bidder, to secure any advantage against the City or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his price or any breakdown thereof, or contents thereof, or divulged information or data relative thereto, or paid or agreed to pay directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or

Officers of Sutphen Corporation:

Shelby Sutphen Chambers, President
Julie Phelps, Vice President
Gregory Mallon, Treasurer
Andrew Herb, Secretary

Directors of Sutphen Corporation:

Susanne Sutphen Herb
Patricia Sutphen Aden
Julia Sutphen Phelps
Drew Sutphen
Daniel J. Sutphen
Dareth Sutphen Fowler
Diane Sutphen Holland
Shelby Sutphen Chambers
Andrew Herb
Steven Phelps
Megan Phelps
Harrison Sutphen

attempting to procure the contract above referred to, any corporation, partnership, company, association, organization, or to any member or agent thereof, to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will no pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing said contract above referred to in the event the same

Sutphen Coroporation
(Name of individual, partnership or corporation)

Shelby Sutphen Chambers
Signature of Affiant

Sworn to and subscribed in my presence this 8th day of July, 2025.

Sharon S. Juras
Notary Public

Submitted to the City

By Andy J. Herb
Andy J. Herb
Principal Officer



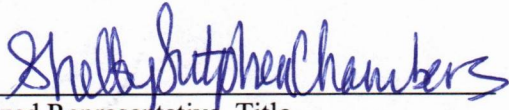
SHARON S JURAS
Notary Public
State of Ohio
My Comm. Expires
May 19, 2026

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

ESCROW WAIVER

In accordance with a certain Contract between the City of Brecksville, Ohio, (hereinafter referred to as "the City") and ___Sutphen Corporation___, (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

CONTRACTOR



Authorized Representative, Title
Shelby Sutphen Chambers, PRESIDENT

CITY OF BRECKSVILLE

Laura Starosta, Director of Finance

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved.

I hereby certify that an unresolved finding for recovery has not been issued against:

Sutphen Corporation

(Company Name)

Signature:

Shelby Sutphen Chambers

Printed Name:

Shelby Sutphen Chambers

Title:

President

Date:

7-8-2025

CERTIFICATE OF COMPLIANCE

By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from the City of Brecksville.

Ohio Revised Code 3517.13 states in part that no political subdivision shall award any contract for the purchase of goods or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, if any member of the firm, their spouse and/or certain other individuals has made, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, or one or more contributions totaling in excess of two thousand dollars for the business. Bidders are responsible for understanding the code, how it pertains to their business and whether they comply. The complete Code can be found at <http://codes.ohio.gov/orc/3517.13>.

Brecksville's elected officials are: Mayor Daryl J. Kingston, Council President Dominic Caruso, Council Vice President Beth Savage, Councilmembers Ann Koepke, Brian Stucky, Mark Jantzen, Dan Bender, and AJ Ganim

COMPANY NAME

_____ Sutphen Corporation _____

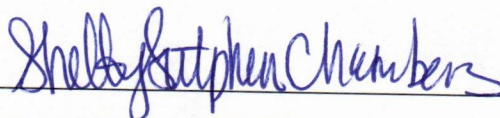
ADDRESS

_____ 6450 Eiterman Rd.

Dublin, OH

43016 _____

AUTHORIZED SIGNATURE

_____  _____

PRINTED NAME

_____ Shelby Sutphen Chambers

EMAIL ADDRESS

_____ ssutphen@sutphencorp.com _____

DATE SIGNED

_____ 7/8/25 _____

.....

DESCRIPTION OF WORK TO BE PERFORMED

_____ Brecksville Fire Department New Fire Engine Project _____

**CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY**

RE: City of Brecksville

Bid: Brecksville Fire Department New Fire Engine Project
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Dear Sir:

Sutphen Corporation
Company Name

Shelby Sutphen Chambers
Shelby Sutphen Chambers, President/Owner

- (A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above referenced contract.

OR

Company Name

President/Owner

- (B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$ _____. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted to the Cuyahoga County Fiscal Officer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

Shelby Sutphen Chambers SWORN TO before me and subscribed in my
presence this 8th day of July, 20 25

Sharon S. Juras
Notary Public



SHARON S JURAS
Notary Public
State of Ohio
My Comm. Expires
May 19, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2025

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

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

PRODUCER
Graham Company,
a Marsh & McLennan Agency, LLC company
30 S 15th Street, 20th Floor
Philadelphia PA 19102

CONTACT NAME: Purcell Unit
PHONE (A/C, No, Ext): 215-567-6300
FAX (A/C, No):
E-MAIL ADDRESS: mmaeastgrahampurcellunit@marshmma.com

INSURED
The Sutphen Corporation
6450 Eiterman Road
Dublin, OH 43016

SUTPHEN-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers P&C Co of America	25674
INSURER B : The Cincinnati Insurance Company	10677
INSURER C : Travelers Indemnity Company	25658
INSURER D : Markel American Insurance Company	28932
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 824758286**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	EPP0705685	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	810-5073A295-25-14	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers Limit \$ 1,000,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	EPP0705685	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	UB-8R526962-25-14-G	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Excess Liability		MKLM1EUE100991	2/1/2025	2/1/2026	\$5M Excess of \$5M

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

Limits shown may be lower than the total limits provided.
RE: Brecksville Fire Department New Fire Engine Project

The City of Brecksville and all of its Elected Officials, Officers, & Employees are additional insureds on the above General Liability, Auto Liability, Umbrella Liability, and Excess Liability Policies if required by written contract.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.

CERTIFICATE HOLDER

CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE OH 44141

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BIDDERS QUALIFICATION AND EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the City to determine responsibility, including experience, skill, and financial standing. Provide the past five (5) years only. Duplicate this sheet as needed.

Project Name: Arlington Fire Dept
Description: Custom Pumper
Address: 305 Main St. Arlington, OH
Description: Pumper
Person to Contact & Title: Derek Russell, Captain
Agency/Company: _____ Phone Number: (419) 604-9678

Project Name: New Knoxville Fire Dept
Description: Custom Pumper
Address: 101 S. Main St. New Knoxville, OH
Description: Pumper
Person to Contact & Title: Jerry Merges, Chief
Agency/Company: _____ Phone Number: (937) 638-1491

Project Name: Strongsville Fire Dept
Description: Custom Pumper
Address: 17000 Prosper Rd. Strongsville, OH
Description: Pumper
Person to Contact & Title: AJ Aljabi, Asst Chief
Agency/Company: _____ Phone Number: (216) 318-7755

Project Name: Cardinal Jt. Fire District
Description: 5275 quint
Address: 104 Lisbon St. Canfield, OH
Description: Engine
Person to Contact & Title: Don Hutchinson, Chief
Agency/Company: _____ Phone Number: (330) 727-7682

Project Name: Ottrville Fire Dept
Description: Custom Pumper
Address: 102 W. Canal St. Ottrville, OH
Description: Pumper
Person to Contact & Title: Derek Rucker
Agency/Company: _____ Phone Number: (419) 236-7507



STANDARD VEHICLE WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original purchaser of a Sutphen vehicle, that it will provide for repairs to the Sutphen vehicle during the warranty period, in accordance with the following items, conditions, limitations and exclusions.

1. **---What is covered except as otherwise stated below:** Sutphen shall provide repair or replacement, at the sole option of Sutphen, of any part of a Sutphen vehicle in which a defect in materials or workmanship appears under normal use, maintenance or service.
2. **---Warranty period:** This limited warranty is in effect for a period of twelve (12) months or 24,000 miles, whichever comes first. The warranty period will begin on the date the vehicle is delivered to the original purchaser. This limited warranty is void if the odometer has been disconnected, its reading has been altered, or true and accurate mileage cannot be otherwise determined by Sutphen.
3. **---Other warranties:** The manufacturers of other equipment and components, installed on the vehicle, including but not limited to engine, transmission, axles, pumps and signaling devices and other installed equipment, may provide their own warranties. These warranties are separate from the Sutphen Limited Warranty and shall constitute the sole and exclusive warranty for those specific covered components. Sutphen shall have no duty or obligation to repair or replace such components. Please review each manufacturer's warranty for descriptions and details of their respective warranty.
4. **---Purchaser responsibilities:** Normal maintenance such as those detailed in the Sutphen Operation and Maintenance Manuals are the responsibility of the purchaser. Failure to comply with such maintenance voids this limited warranty.
5. **---What is not covered:** This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period.
Examples of items not covered include, but are not limited to:
 - A. Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, tires, transmission or generator that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
 - B. Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
 - C. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
 - D. Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
 - E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
 - F. Normal maintenance such as lubrication, filter replacement, fluid replacement, belts, hoses, clutch, brake linings, brake drums, or disc brake rotors and electric accessories, etc.
 - G. Batteries, tires, light bulbs.
 - H. Towing charges and storage expenses.
 - I. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
 - J. Discharge and compound gauges from freezing.
 - K. Leaking seals on discharge and suction valves.
 - L. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
 - M. Hydraulic failures caused by incorrect or contaminated oil.
 - N. This warranty terminates upon transfer or ownership of the vehicle from the original purchaser.
 - O. Damage caused from not following cab and body washing and care procedures located on truck and in operation and maintenance manual.

6. ---Obtaining repairs:

- A. All limited warranty work must be authorized by Sutphen prior to repairs being attempted.
- B. To obtain limited Warranty Repairs the vehicle must be taken by customer to an Authorized Sutphen Service Center within the limited warranty period. To find the name and location of the nearest Authorized Sutphen Service Center in your area, call 1-800-726-7030 or 1-800-548-5860 or write Sutphen/Warranty Administration, 7000 Columbus-Marysville Rd., Amlin, OH 43002.
- C. Sutphen reserves the right to inspect the vehicle before repairs are made and Sutphen shall be deemed the sole judge as to whether there is a defect in materials or workmanship under normal use, maintenance or service.
- D. Any part or parts considered to be covered by the conditions of this warranty shall be returned, freight prepaid, to Sutphen, or to such other location as may be approved by the company. Replacement or repair of parts determined to be within the warranty shall be F.O.B. at Sutphen.
- E. In an emergency, where an Authorized Sutphen Service Center is not reasonably available, contact Sutphen Service Department for instructions. Repairs may be performed, **at purchaser's risk**, at any available service establishment chosen by purchaser. Purchaser must contact Sutphen Service Department the first business day after completion of repairs. Approved repair invoices must be received by Sutphen within sixty (60) days of repairs. Upon Sutphen's receipt of invoice, Sutphen will review the invoice for reimbursement to the purchaser. Any reimbursement will consist only of the reasonable and customary repair expenses normally covered under the Sutphen Limited Warranty. Sutphen will assume no liability and will not warrant the workmanship or components which are the subject of any reimbursement under this policy.

7. ---Warranty limitations:

- A. Nothing contained in this warranty shall make Sutphen liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the machine.
- B. To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of Sutphen or the Seller, including liability for incidental and consequential damages.
- C. Sutphen makes no representation that the machine has the capacity to perform any functions other than as contained in the company's written literature, catalogs or specifications accompanying delivery of the machine.
- D. No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of Sutphen in connection with sale, service or repair of any apparatus manufactured by the company.
- E. Sutphen reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:

Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800)848-5860

June 1, 1997 Supersedes All Previous Warranties



APPARATUS BODY & HEAVY DUTY RESCUE BODY TEN (10) YEARS STRUCTURAL INTEGRITY WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants each new body and heavy duty rescue body manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to body tubular support and mounting structures and other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery, as follows: first five years, one hundred percent (5-100%); sixth year, seventy-five percent (6-75%); seventh and eight years, fifty percent (7/8-50%); ninth and tenth years, twenty five percent (9/10-25%).

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.

- I. ----(1) Normal maintenance services or adjustments;(2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgement, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the body due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.
- J. ----This warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weight limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:

Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

June 1, 1997 Supersedes All Previous Warranties



TEN (10) YEARS CAB STRUCTURAL INTEGRITY WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants the cab of each new custom fire and rescue vehicle manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to the cab tubular support and mounting structures and to the other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this warranty is subject to the conditions precedent: (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen's designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery as follows: first three years, one hundred percent; four years, seventy-five percent; five years, fifty percent; six years, forty percent; seven years, twenty-five percent; eight years, twenty percent; nine years, fifteen percent; ten years, ten percent.

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, tires, generators, or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. --- (1) Normal maintenance services or adjustments; (2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgement, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the cab due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.
- J. ---This warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded,

loaded beyond specified compartment weights limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:

Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

January 1, 2001 Supersedes All Previous Warranties



LIFETIME FRAME WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original user/purchaser only of a Sutphen chassis, that the frame rails are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

Sutphen's obligation under this warranty is strictly limited to repairing, as the company may elect, any part or parts of such frame rails which the company's examination discloses to be defective in material or workmanship. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location are the responsibility of the user/purchaser.

Sutphen's obligation under this warranty is subject to the conditions (1) the claimed failure shall have first appeared during the warranty period; (2) the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notifications, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, additional welding or drilling of rails or flanges without the written authorization of Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner. The frame and under carriage shall be washed and painted, by the owner, where needed, semi-annually or as conditions require; if rust starts, it must be properly primed and painted or warranty shall be voided.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing.

If Ziebart undercoating is provided on the apparatus, purchaser is required to have undercoating inspected annually by an Authorized Ziebart Dealer for a minimum of 10 years.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- B. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- C. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- D. ---Damage caused by failure to follow the requirements of the maintenance schedule.
- E. ---Towing charges and storage expenses.
- F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- G. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:

Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

April 1, 2001 Supersedes All Previous Warranties



PAINT WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants vehicle exterior paint finish of fire apparatus against peeling, cracking, and lack of adhesion, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal paint. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing.

Sutphen's obligation under this limited warranty is subject to these conditions:

- (1) The claimed failure shall have first appeared during the warranty period;
- (2) The original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and
- (3) Unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid.

Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

The warranty is pro-rated for a period of Ten (10) years from the date of delivery as follows: first year, one hundred percent; second year, one hundred percent; third year, one hundred percent; fourth year, fifty percent; fifth year, forty percent; sixth year, twenty five percent; seventh year, ten percent, eighth year, paint only, ninth year, paint only, tenth year, paint only. Paint only coverage from the paint manufacturer covers top coat and appearance only (gloss and color retention).

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, loading or travel costs, vacation pay, etc.
- G. ---Gold leaf or striping and Scotchlite emblems or decals, except that which is affected by repair.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. ---Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance manual.
- J. ---Defects if vehicle is damaged, dented, scratched or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
- K. ---This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, undercarriages).
- L. ---This warranty shall only apply to exterior coatings applied by Sutphen Corporation and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.

continued

- M.---This warranty shall exclude accessory vendor equipment that is painted to match the finished vehicle.
- N.---This warranty shall exclude painted roll-up doors.
- O.---Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash system.
- P.---Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- Q.---Accidents, scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.
- R. - Third party undercoatings like Ziebart or Krown are not covered in this warranty.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



TEN (10) YEARS PLUMBING WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants the stainless steel pipe and ancillary brass fittings used in the construction of the water plumbing system, for a period of ten (10) years, provided the vehicle is used in a normal and reasonable manner. This warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of above mentioned item(s) in which a defect in materials or workmanship appears within the limited warranty period.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

September 20, 2005 Supersedes All Previous Warranties



SUTPHEN

PROPOSAL

TO THE:
City of Brecksville
Brecksville, OH

DATE: July 21st, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

**One (1) Sutphen Custom Pumper on Sutphen Monarch Chassis Complete and
Delivered for the Total Sum of\$1,208,634.00**

*Above price is based on payment at delivery.

The apparatus and equipment being purchased hereunder shall be completed within approximately 36-38 months after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for sixty (60) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,



Andy J. Herb
andy@herbfire.com
(614) 329-1610
Herb Fire Equipment
Authorized Representative for
Sutphen Corporation



TERMS & CONDITIONS

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement; however, acceptance of such termination shall be at Sutphen's sole and absolute discretion. If the termination request is approved, a cancellation fee equal to 5% of the original contract purchase price will be applied.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

**A RESOLUTION ACCEPTING THE PROPOSAL OF
SQUIRE PATTON BOGGS LLP TO PROVIDE LEGAL
SERVICES TO THE CITY OF BRECKSVILLE
FOR TAX INCREMENT FINANCING AND OTHER
DEVELOPMENT PROJECTS AS REQUESTED BY
THE CITY; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The proposal of Squire Patton Boggs LLP to provide legal services to the City of Brecksville for tax increment financing and other development projects as requested by the City, as set forth in their Engagement Letter Agreement dated July 29, 2025, a copy of which is attached hereto as Exhibit “A” be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to provide legal counsel for development projects, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 5, 2025

APPROVED: August 5, 2025

MAYOR

CLERK OF COUNCIL

July 29, 2025

VIA E-MAIL

Laura Starosta, Director of Finance
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

Re: Economic Development Matters

Dear Laura:

We thank you for the opportunity to represent the City of Brecksville, Ohio with respect to the tax increment financing and other development projects. Our services will include advising on various development matters and public-private partnership matters such as tax increment financing (TIF), community reinvestment areas (CRA) and other development incentive programs.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us includes this and any subsequent Engagement Letter for a particular matter, our Standard Terms and Conditions of Engagement (“Standard Terms”), and, if applicable, other terms to which we both have agreed in writing. In case of any contradiction, the Engagement Letter controls for purposes of the representation to which it applies. The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form a lawyer-client relationship with you in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that you review this agreement carefully. By proceeding with this engagement you will be indicating to us that you have done so. It is important that you review and understand the terms of our relationship, such as the section on “Conflicts of Interest.”

Our fees will be based primarily on the billing rate for each person devoting time to this matter. We anticipate that Catie Romanchek and I will be principally working on this matter; our hourly rates for this matter during 2025 will be \$495. Any associates who would assist range from \$425 to \$450. These billing rates are subject to change, usually as of January 1 each year. Generally speaking, the preparation for a .41 TIF Ordinance, including a property transfer ordinance and related notices, would normally be less than \$10,000. The proceedings for a .40(B) TIF would be

Over 40 Offices across 4 Continents

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

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Squire Patton Boggs (US) LLP
VIA E-MAIL

Laura Starosta
City of Brecksville, Ohio
July 29, 2025

approximately \$5,000. Often with a .41 TIF, there is the need to negotiate a Development Agreement with the developer. Those costs vary based on the nature of the negotiations but normally are between \$15,000 and \$20,000. Please note that, under our Standard Terms, invoices for our fees are payable within thirty days of the date of our statement.

Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. As explained in the attached Standard Terms, you can terminate our services at any time. Of course, if you have any questions or concerns regarding the foregoing, please call me.

Very truly yours,

Squire Patton Boggs (US) LLP



Russell W. Balthis

**Letter and Standard Terms Accepted,
including section on "Conflicts of Interest" and
"Public Policy Practice"**

CITY OF BRECKSVILLE, OHIO

By: _____
Laura Starosta
Title: Director of Finance

Date: _____, 2025

Standard Terms and Conditions of Engagement Applicable Worldwide

The engagement agreement with you includes the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually “Engagement Letter”). It also consists of these additional Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually “Standard Terms and Conditions of Engagement” or “Standard Terms”) as well as any terms in any other document to which we both agree in writing. The engagement agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. “You” and “yours” refers to our client(s) defined more fully below in the section entitled WHO IS AND IS NOT OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

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THE FIRM

“Squire Patton Boggs” is the collective trade name for an international legal practice comprised of partnerships or other entities authorized to practice law in various nations or other jurisdictions. The “Firm” means Squire Patton Boggs (US) LLP,¹ Squire Patton Boggs (UK) LLP,² Squire Patton Boggs (AU),³ or Squire Patton Boggs (MEA) LLP,⁴ and/or an affiliate listed at <https://www.squirepattonboggs.com/en/footer/legal-notices> in all cases including the entity or entities lawfully permitted to practice law in the jurisdiction or jurisdictions necessary or appropriate to provide your legal services. Your engagement in this instance is with the entity⁵ which sent you these Standard Terms and, as applicable, with such other Squire Patton Boggs entity or entities necessary or appropriate for your legal services, in which case the entity which sent you these Standard Terms is acting on their behalf. These Standard Terms apply to your relationship with all Squire Patton Boggs entities which provide you services. “We” or “us” or “our” refer not only to the entity sending you these Standard Terms, but also to all Squire Patton Boggs entities unless the context or applicable law

¹ Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.

² Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority with SRA number 485150. A list of the members and their professional qualifications is open to inspection at 60 London Wall, London, EC2M 5TQ.

³ Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.

⁴ Squire Patton Boggs (MEA) LLP is a limited liability partnership organized under the laws of Washington, D.C.

⁵ Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

requires reference only to the specific entity or entities you contract with. The use of “Squire Patton Boggs” as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see www.squirepattonboggs.com.

This engagement agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this engagement agreement in whole or in part. This engagement agreement also applies to any affiliate or other related party that becomes our client unless and until a separate engagement agreement is agreed to between such party and us. We encourage you to retain this engagement agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one of our lawyers will be your principal contact. From time to time that lawyer may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside “contract” personnel.

SCOPE AND NATURE OF OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will describe the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our engagement agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you

does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under securities laws or any other laws or regulations; or advice on tax consequences. The description of the nature and scope of our services in any letter or e-mail concerning the inception of our engagement is generally made at the beginning of our representation and is sometimes, of necessity, described in broad terms. The actual nature and extent of our representation may be narrower and more precise and is to be determined over the life of the representation by your requests for our legal services and our response based on the letters, e-mails, or other documents exchanged between us. Of course, you and we can enter into an additional engagement agreement for services outside any general description in any letters or e-mails at the beginning of our engagement. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us. The scope of our representation of you does not include the terms of this engagement agreement between us. You are encouraged to consult with independent counsel on such terms.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all lawyers are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

We will comply properly and fully with the duty of confidentiality as described in the rules of professional conduct governing our profession which provide special and stringent protection for ethically protected information concerning our representation of you (hereinafter client "confidential information"). In compliance with such rules on confidential information and this engagement agreement, we will not disclose to any other client or use against you any of your confidential Information and likewise will not disclose to you the confidential information of any other client or use that client's confidential information against it. You agree that we may disclose part or all of this engagement agreement when it is relevant to an issue before a court, Bar or other authority over lawyers, or third party.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS AND IS NOT OUR CLIENT

An essential condition of our representation is that our only client is the person or entity identified in the accompanying Engagement Letter. In the absence of an express identification of our client in the text of the Engagement Letter, our client is the person or entity to whom the Engagement Letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the Engagement Letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our Engagement Letter, our representation of you does not extend to any of your related parties, including affiliates and we do not assume any duties with respect to them. You are our only client.

Unless we state specifically in our Engagement Letter, we do not represent a corporate family or other group of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, any employees, officers, directors, or shareholders of you or your affiliates or other related parties. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, unless explicitly agreed by both of us, our only client is the ministry, office, or other part of a government directly instructing us. Our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. If our representation involves legal services for related parties or conferring benefits on related parties or receiving confidential information of related parties, these aspects of the representation do not make them clients. It would be necessary for such related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. If for any reason a related party becomes our client, this engagement agreement governs our relationship with the related party unless and until a separate engagement agreement is

agreed to between such related party and us. We are relying on you to communicate the points in this provision to your related parties.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client under applicable law, but insofar as applicable law permits us to agree on our respective rights and duties, you are the only party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Squire Patton Boggs is international with lawyers and clients from many nations. This provision is designed to establish the same standards for all of our clients and lawyers. The result of this provision is similar to the result otherwise applicable under the professional standards for lawyers in almost all jurisdictions outside the U.S. (and under the Texas Disciplinary Rules of Professional Conduct). The effect of this provision is similar to the effect of the professional standards for a majority of our lawyers. Since our legal practice began over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked our lawyers to represent them, in many cases in large and usual matters. With over 10,000 current clients, you should understand that during the course of our representation of you we may represent any other client in any kind of matter; you should not assume any exceptions. Information on the nature of our clients and practice is available upon request and on the internet. An advantage to proceeding with our representation of you may be the services of

specific individuals, or of a large team, or of a special nature, or in particular jurisdictions. We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing in this and other matters. We commit that the lawyers who are personally working for you will not work for any other client adverse to you throughout the representation unless you agree otherwise. Further, throughout the representation we commit that our other lawyers shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to our representation of you or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. Finally, we commit that after the representation has ended, unless you agree otherwise, the lawyers who have personally worked for you shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to their representation of you or (ii) where there is a reasonable probability that confidential information you furnished to them could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. You agree that these commitments entirely replace any rule that might otherwise treat approximately 1,500 lawyers with Squire Patton Boggs as one lawyer for conflicts purposes and any imputation or vicarious treatment of knowledge or conflicts among all lawyers in Squire Patton Boggs.

For further explanation of the provision being replaced see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_10_imputation_of_conflicts_of_interest_general_rule.html including Comment ¶ [2].

For explanation of “substantially related” matters see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_9_duties_of_fo_rmer_clients.html especially Comment ¶ [3].

You understand and agree that, consistent with those commitments, we are free to represent other clients, including clients whose interests conflict with your interests or conflict with the interests of your affiliates or other related parties in litigation, business transactions, negotiations, alternative dispute resolution, administrative proceedings, bankruptcy or insolvency matters, discovery disputes, or other legal matters. Our lawyers value their individual professional independence, and you also agree that the interests of other clients represented by our other lawyers will not create a material limitation on your representation by the lawyers who personally represent you. For further explanation of “material limitations” see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_7_conflict_of_i_nterest_current_clients/comment_on_rule_1_7.html especially Comment [8]. You agree that a precondition to our forming a lawyer/client relationship with you and undertaking your representation is your agreement that our representation of you will not prevent or disqualify us from representing clients adverse to you or your affiliates or other related parties in other matters and that you consent in advance to our undertaking such adverse representations, subject to the exceptions and commitments explicitly set forth above. Please let us know if you would like to discuss excluding particular parties or matters from your agreement. Our agreements and yours are effective immediately. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

PUBLIC POLICY PRACTICE

Among the wide array of legal services that we provide to clients in particular representations in many but not all nations, States, and other jurisdictions around the world in compliance with their law are representations with respect to the legislative, executive, administrative and other functions of governments (herein “public policy” representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on request or on the internet. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming a lawyer/client relationship with you and undertaking your representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material client confidential information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you even if there would otherwise be a conflict.

REQUESTING LEGAL SERVICES ACTIVATES ENGAGEMENT TERMS

These Standard Terms and any accompanying Engagement Letter will become effective when you: (i) sign in the space provided and return the copy of any Engagement Letter

accompanying these Standard Terms, or (ii) assign us work, including continuing any previous assignment of work, or (iii) send us a letter or e-mail clearly referencing these Standard Terms and any accompanying Engagement Letter and agreeing to them. If we have stated that these Standard Terms are a draft for discussion, they do not become legally effective during any period limited exclusively to discussion of the terms. However, after receipt of these Standard Terms, if you request us to perform legal services, including asking us to continue providing legal services, the following provisions in these Standard Terms become legally effective: (1) all provisions that ethics law of the applicable State, nation, or other jurisdiction requires in an engagement agreement, (2) all provisions that address the ability of other existing and prospective clients to retain us as their lawyers, including but not limited to "Who Is and Who Is Not Our Client," "Conflicts of Interest," "Public Policy," "Termination," "Entire Agreement," and "Primacy;" (3) all provisions in these Standard Terms on the date 30 days following the later of both (a) your receipt of these Standard Terms and (b) your request that we perform legal services. You can terminate our engagement agreement with prospective effect at any time. Provisions that became effective through your request for legal services can later be amended or replaced provided we both agree in writing.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, or upon our termination of the representation as permitted by applicable ethical and/or court rules, we will cease to render services to you as soon as allowed by such rules, which may include court approval of our withdrawal from litigation. Termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both

before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel of your choice, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm's or any other Squire Patton Boggs entity's continuing representation of existing clients on matters adverse to you or related parties or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination.

If the terms of any Outside Counsel Policy or any other provisions from you contradict or are inconsistent with these Standard Terms or with terms in any Engagement Letter and would affect whether other existing or prospective clients could have us represent them, or would affect the scope or nature of our representation of them, or would create duties to you with respect to our representation or prospective representation of other clients, your sole

remedy is to terminate your relationship with us, which you may exercise upon notice to us as provided in this section.

You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our lawyer-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our lawyer-client relationship will commence again subject to these terms of engagement unless we change the terms in

writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, we have no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against any Squire Patton Boggs entity or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the lawyer-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of lawyers, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying Engagement Letter. The billing rates of our lawyers, paralegals, and other personnel vary, depending generally upon the experience and capabilities of the individual involved. Unless otherwise agreed in writing, we will charge you for their services

at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. However, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. Unless we have expressly agreed otherwise, payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or

arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. Examples of such charges include messenger, courier, and express delivery services; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money may be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services which we provide (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all of our clients over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, levels of work in progress, etc., we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

THIRD PARTY RESPONSIBILITY AND CHARGES

Where we engage others to act on your behalf we do so as your agent. Unless we agree specifically in writing and you advise any other law firm, professionals, or third parties in writing that they must comply with our directions, we are not responsible for them.

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within thirty (30) days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before thirty (30) days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within ten (10) days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a

further bill or bills to recover those amounts. In the event that a statement is not paid in full before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover Engagement Letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs thirty (30) days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

When personnel from other Squire Patton Boggs entities have provided services to you, the portion of any invoice to you including such services is issued on behalf of the other Squire Patton Boggs entities that have provided services to you. The portion of your payment of fees and charges for the services and expenses of any such other Squire Patton Boggs entities will be attributed to them in accordance with our agreement with them, which reflects in major part the work performed by their personnel and expenses they incurred.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us a

lawyers' lien on those funds in the amount of any sums due us.

If you have an arrangement for a payor to be responsible for paying the legal fees, costs, expenses, and other charges that will become due under this engagement agreement, you agree that if the payor fails for any reason to pay our statements as they become due, you will remain responsible for them as they are rendered upon the billing and payment terms set forth in this agreement. You understand and agree that the lawyer-client relationship will exist only between you and us, and that payor will have no right to information regarding your matter nor any right to direct us in providing the services under this engagement agreement, unless we both specifically agree. You may wish to consider whether you have the benefit of any insurance policy which might assist with the payment of our bills. However, we look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of lawyers' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of thirty (30) days from the date of our statement unless a different period is established in an Engagement Letter.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We each have our respective obligations to relevant government authorities and to individuals whose personal data we process to comply with applicable data protection laws. If you disclose or transfer to us personal data concerning individuals who are connected to

you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility to transfer or otherwise disclose such personal data in compliance with all applicable data protection laws including, without limitation, having a lawful basis for the disclosure of any personal data to us. Where the European Union General Data Protection Regulation ("EU GDPR") or the United Kingdom General Data Protection Regulation ("UK GDPR"), collectively "GDPR" and national implementing legislation apply in relation to any personal data that you provide to us, we each act as a controller in our own right in regard to our respective processing of the personal data. Please refer to our Global Website Privacy Notice; our Privacy Notice for our Australian offices; and, in particular, our Privacy Notice for our UK and EU offices ("UK/EU Privacy Notice"). These are published on the Squire Patton Boggs website at www.squirepattonboggs.com. Our UK/EU Privacy Notice describes the processing activities of our UK/EU offices as controllers of the personal data of our clients, individuals connected to our clients and other business contacts, in accordance with GDPR requirements. In fulfilling our duties to relevant government authorities and individuals under applicable law our UK and EU offices will process personal data that you share with us, or that we obtain from other sources on your behalf, only for the relevant purposes that are set out in our UK/EU Privacy Notice or any supplemental notice that we may provide to you in connection with a particular matter. You may also have obligations under the GDPR, and you will reasonably cooperate with us with respect to any personal data that are shared between us, in order to facilitate compliance with the relevant provisions of the GDPR. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility as the controller of that data to transfer or otherwise disclose such personal data in

compliance with GDPR requirements including (without limitation) by: (A) transferring the personal data to us only as necessary for us to provide the legal services for which you have retained us; (B) having a lawful basis for disclosing the personal data to us; (C) providing all the information required to be provided by the GDPR, in the applicable circumstances, to the relevant individuals concerning the transfer of their personal data to us (including, where possible, a link to the UK/EU Privacy Notice published on the Squire Patton Boggs website); and (D) assuming the primary responsibility for responding to data subject access requests in relation to personal data that you have shared with us.

We will cooperate with you when reasonably possible to ensure that the required information referred to above is made accessible to the relevant individuals; and we will meet our own obligations to provide information directly to the individuals concerned, such as any customized privacy notice that we may issue to address a specific matter if required by particular circumstances; but in most cases, it would be impossible, or would require disproportionate effort on our part to provide notice directly to all individual third parties that are connected to you when you share their personal data with us. The description of our respective obligations under applicable data protection laws covers our respective obligations to relevant government authorities and to individuals whose personal data we process but does not create new duties or obligations between us by virtue of these Standard Terms (except as explicitly stated concerning cooperation, your provision of individuals' data to us in compliance with law, and our respective roles as controllers of personal data).

We may wish to send you information by post, fax or electronic means, including email, relating to legal developments and the legal and related services we offer. Your agreement with us includes your consent to us sending you such material. You may revoke this

consent at any time by email to dpcomplianceofficer@squirepb.com or by writing to the Data Protection Compliance Officer at Squire Patton Boggs (UK) LLP, Freepost, 6 Wellington Place, Leeds LS1 4AP.

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents which we retain will be transferred to the person responsible for administering our records retention program. At the completion of our representation of you in a matter, we may convert both your and our documents to electronic form and store only one copy of both electronically stored information and such converted documents. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement, unless applicable law permits or requires a shorter or longer period for preservation of documents, or unless a different period is

specified in a special written agreement signed by both of us. With regard to any documents containing UK/EU personal data that you transfer to us that we have not previously destroyed as explained above, we will act under your instructions in relation to the timing of the deletion for such data in order to comply with the GDPR storage limitation principle or to assist you in responding to a valid data subject request for the deletion of personal data. Under the law of American and other jurisdictions, you are legally required to preserve all physical and electronic records concerning the subject matter of any lawsuit or claim once you receive notice. We as lawyers have a legal and ethical requirement to do the same. Please let us know if you have any questions about this, including how to preserve the records.

ISO 27001 CERTIFICATION AND DATA SECURITY AND HANDLING

Squire Patton Boggs has adopted a single high-quality program for data security and handling. Upon request we will be happy to provide you with the Squire Patton Boggs "Information Security Program Overview" and our latest ISO 27001 Certification. In the event that your review of those documents still leaves questions, we would be happy to arrange a discussion between your IT personnel and ours to answer your questions. With more than 10,000 clients at any one time, we cannot practically accommodate differing individual client requirements.

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we

refrain from using your name and representation in this manner, please advise us in writing.

SQUIRE PATTON BOGGS ATTORNEY/CLIENT PRIVILEGE

If we determine during the course of the representation that it is either necessary or appropriate to consult with our General Counsel, one of our Ethics Lawyers or other specially designated lawyer or outside counsel, we have your consent to do so with the confidentiality of our communications with such counsel protected by a lawyer-client privilege which will not be diminished by our representation of you.

SEVERABILITY

In the event that any provision or part of this engagement agreement should be unenforceable under the law of the controlling jurisdiction, the remainder of this engagement agreement shall remain in force and shall be enforced in accordance with its terms.

PRIMACY

The paramount purpose of the following sections is to maximize the freedom of other clients to be represented by us: "Who is and is not our Client," "Conflicts of Interest," "Public Policy Practice," "Requesting Legal Services Activates Engagement Terms," "Termination," and "Entire Agreement". In the case of language addressing this paramount purpose in other documents, such as a consent (waiver) letter for a particular conflict or an Engagement Letter, unless these sections are expressly superseded by explicit reference, they should be read to supplement such language, they are fully effective in case of any duplication, and they take precedence to the fullest extent possible in case of inconsistency to achieve the paramount purpose.

ENTIRE AGREEMENT

This engagement agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This engagement agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this engagement agreement. If you should send us engagement terms, whether in an Outside Counsel Policy, form of engagement letter, or in any other way, that we have not previously accepted in writing, such terms will operate as your proposal for discussion. Such engagement terms only become effective when explicitly accepted by us in writing. If such engagement terms contradict or are inconsistent with our engagement letter and Standard Terms, and if they do not affect third parties (which are addressed in the following sentence), we both agree to negotiate in good faith to resolve the contradiction or inconsistency, and if you and we cannot agree on whether your term or our term or a compromise term should govern going forward, the issue shall be decided by the other terms on which we agree and any applicable law outside this engagement agreement, subject to your right and ours to end our representation upon notice consistent with the Termination provision. Notwithstanding anything else to the contrary, any general acceptance by one of our lawyers of your engagement terms in an Outside Counsel Policy or otherwise (i) does not apply to current or prospective relationships with third parties addressed by provisions in these Standard Terms, including provisions on whether existing or prospective clients could have us represent them, (ii) does not affect the scope or nature of our representation of other clients, and (c) does not create duties to you with respect to our representation or prospective representation of other clients. While no exceptions are expected, for the avoidance of doubt no change in provisions in this and other sections of these Standard

Terms on relationships with third parties, including other clients and prospective clients, is effective without signature approval by a Member of the Firm Ethics Committee, or Office of General Counsel, or Senior Management.

INTERPRETATIONS

This engagement agreement shall be interpreted to effectuate the intention of the Parties to observe all applicable present and future ethical and legal requirements and prohibitions. To the extent that any existing or future legal or ethical requirement or prohibition in any applicable jurisdiction does not allow or otherwise conflicts with any provision of this engagement agreement or service contemplated in it, then it shall not apply in whole or in part to the extent of such conflict or prohibition. Further, any such provision or service offering shall be deemed modified to the extent necessary to make it valid and consistent with such requirements and prohibitions.

GOVERNING LAW, COURTS AND BAR ASSOCIATIONS

All questions arising under or involving this engagement or concerning rights and duties between us will be governed exclusively by the law (excluding choice of law provisions) and decided exclusively by the courts, Bar authorities, arbitrators or other dispute resolution procedures of the State, nation, or other jurisdiction in which the lawyer sending you this engagement agreement has his or her principal office, unless the Engagement Letter accompanying these Standard Terms or other document that is part of our engagement agreement specifies the law of another State, nation, or other jurisdiction, in which case its law (excluding choice of law provisions) governs exclusively and its courts, Bar authorities, arbitrators or other dispute resolution procedures will govern exclusively. For the avoidance of doubt, to illustrate application of the foregoing exclusive choice-

of-law and choice-of-forum principles by way of example and not limitation, when this engagement is governed by (i) law of one or more of the more than 30 nations or other jurisdictions that are a full or affiliate member of the Council of Bars and Law Societies of Europe (CCBE) or (ii) law of an Australian jurisdiction, or (iii) the Texas Disciplinary Rules of Professional Conduct, all questions of the consequences or implications of your status as a client or rights under this agreement or as a result of this engagement, including whether our representation of another client creates a conflict, will be decided exclusively under the law of such jurisdiction and exclusively by courts, Bar authorities, arbitrators, or other dispute resolution procedures in such jurisdiction.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Lawyer in Management and/or an Ethics Lawyer. Thank you.