



Fire Department

City of Onalaska^W

415 Main Street | Onalaska, WI 54650 | 608.781.9546 | CityofOnalaska.com

ADVERTISEMENT FOR BIDS

Date: June 24, 2024

Project: Type V Rescue Truck

For: City of Onalaska Fire Department
415 Main Street
Onalaska WI 54650

Sealed bids for the purchase of a Type V Rescue Apparatus will be received until the bid deadline of 9:30 a.m. on August 6, 2024. Immediately thereafter, the bids will be publicly opened at 10:00 a.m. and read aloud. Sealed bids must be submitted and received at:

City of Onalaska Fire Department Administrative Office
415 Main Street
Onalaska, WI 54650

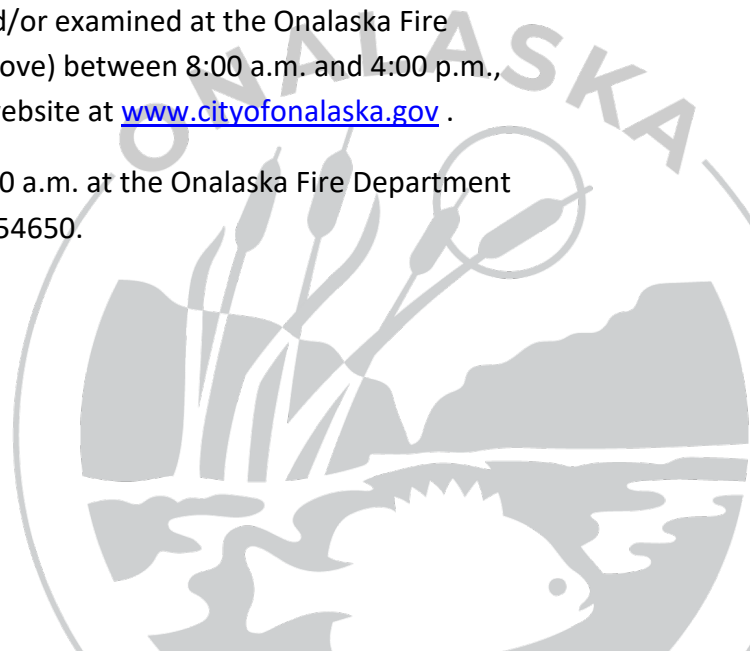
Bids shall be submitted in accordance with the documents prepared by the City of Onalaska, dated June 24, 2024.

Bids may not be withdrawn for a period of 45 days after the bid deadline.

Rights Reserved: City of Onalaska reserves the right to reject any and all bids to waive informalities in any bid.

Bid Documents: Bid documents may be obtained and/or examined at the Onalaska Fire Department Administrative Offices (address listed above) between 8:00 a.m. and 4:00 p.m., Monday through Friday, or via the City of Onalaska website at www.cityofonalaska.gov.

Sealed Bids will be opened on August 6, 2024 @ 10:00 a.m. at the Onalaska Fire Department Administrative Office, 415 Main Street, Onalaska WI 54650.



June 24, 2024

Fire Apparatus Vendors:

Bids will be received by the City of Onalaska Fire Department until 9:30 a.m. on August 6, 2024 for the purchase of one (1) 2024 or newest model, Type V Rescue Truck.

Bids may be mailed or delivered to: Pete Fletty, Fire Chief
Onalaska Fire Department
415 Main Street
Onalaska, WI 54650

The City reserves the right to accept or reject any or all bids or any part thereof. Price of the new apparatus, and compliance with the specification, will be among the factors in selecting the most favorable bid for the City.

All bids for the new equipment shall be valid for forty-five (45) days from the due date for bids. It is the City's intention to proceed immediately with a recommendation to purchase the new equipment, provided a specification-compliant bid is received, and provided authorization to purchase this equipment is granted by the City of Onalaska Common Council. Common Council approval may be granted as early as mid-August, 2024. The bid shall be submitted on the enclosed bid form. In addition to the completed bid form, vendors shall also submit:

1. Completed compliance form for the Type V Rescue Truck, indicating YES or NO as to their equipment meeting the specification requirements; and,
2. A summary sheet clearly stating and describing any exceptions or inability to meet that specification for the equipment. If your product meets or exceeds the specification provide details in the summary sheet and reference the number from the specification.

For questions regarding the bid documents or the specifications of the Type V Rescue Truck, contact (608)781-9546. Thank you for your response to this request.

Sincerely,

A handwritten signature in black ink that reads "Pete Fletty". The signature is written in a cursive, flowing style.

Pete Fletty, Fire Chief
Onalaska Fire Department

CITY OF ONALASKA Type V Rescue Truck

I. PROJECT OVERVIEW

The objective of this process is to purchase a new Type V Rescue Truck. The intent of this bid process is to describe the needed equipment and other factors that will meet the needs of the City of Onalaska Fire Department.

Incurred Costs

The City of Onalaska is not liable for any costs incurred in replying to this bid request.

II. BID SUBMITTAL INSTRUCTIONS

Submission of Bid

Sealed bid proposals must be delivered to:

Pete Fletty, Fire Chief
City of Onalaska Fire Department
415 Main Street
Onalaska, WI 54650

All bids shall be submitted in complete original form. No faxed or e-mailed proposals will be accepted. Bids shall be sealed and marked “**Bid Proposal – Type V Rescue Truck.**” Sealed proposals must be delivered **NO LATER THAN 9:30 a.m. on August 6, 2024.** Proposals received after the listed date and time will be returned unopened.

Opening of Proposals

Proposals will be publicly opened at 10:00 a.m. on August 6, 2024.

City of Onalaska Fire Department
Administrative Office, 2nd Floor
415 Main Street
Onalaska, WI 54650

Final Selection

The final vendor recommendation shall be made by the Board of Public Works on August 6, 2024 at its regular monthly meeting with final award at the August 13, 2024 Common Council Meeting.

Contact Information

Information and questions concerning this request for proposal may be directed to Fire Chief Pete Fletty, at (608) 781-9546 or pfletty@onalaskawi.gov.

Other Information

Vendors may submit any other information that is not described in this proposal that would be beneficial to the City of Onalaska. If, in the vendor's opinion, the City has overlooked anything material or relevant, such item(s) may be brought to the City's attention and be included in the proposal

III. TERMS AND CONDITIONS

- A.) The City of Onalaska reserves the right to accept or reject any or all proposals or portions thereof without stated cause.
- B.) The City of Onalaska reserves the right to re-issue any requests for proposals.
- C.) Upon selection of a finalist vendor, the City by its proper officials, employees or agents, shall attempt to negotiate and reach a final agreement with this vendor. If the City, for any reason, is unable to reach a final agreement with this vendor, the City reserves the right to attempt to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal or bid. The City may also elect to reject all proposals and re-issue a request for proposal.
- D.) Clarification of Proposals: The City of Onalaska reserves the right to obtain clarification of any point in a vendor's proposal or obtain additional information.
- E.) The City of Onalaska is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City of Onalaska.
- F.) The City of Onalaska reserves the right to waive any formalities, defects, or irregularities in any proposal, response and/or submittal where the acceptance, rejection or waiving of such is in the best interests of the City.

- G.) The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.
- H.) Award of proposals is contingent upon the City of Onalaska bonding required financing as part of the 2024 City of Onalaska Capital Improvement Budget.

**CITY OF ONALASKA Fire Department
BID PROPOSAL
TYPE V RESCUE TRUCK**

	<u>Net Bid</u>
I. One (1) Type V Rescue Truck as specified:	_____
Model / Year _____	
TOTAL BID F.O.B. ONALASKA:	_____
II. Options (may be deleted at City's discretion):	
A) _____	_____
B) _____	_____

Delivery Date Promised: _____

The City of Onalaska reserves the right to reject any or all bids or any part thereof, and to accept whichever bid deemed to be in the best interest of the City, and waive any bidding technicalities and/or irregularities. Bids must be sealed, marked "Bid Proposal – "Type V Rescue Truck" and delivered to the Onalaska Fire Department no later than 9:30 a.m. on August 6, 2024.

Submitted By:

Address:

Telephone:

Signature of Authorized Representative: _____ Date: _____

SPECIFICATIONS FOR A RESCUE

Sealed bids will be received by Onalaska Fire Department for the furnishing of all necessary labor, equipment and material for the Fire Apparatus and other equipment as outlined in the following specifications.

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing and delivery of a complete fire apparatus. These detailed specifications cover the requirements as to the type of construction, finish, equipment and tests to which the fire apparatus shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor.

Images and illustrative material in this specification are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

INSTRUCTIONS TO BIDDERS

The purchaser's standards for bidding automotive fire apparatus must be strictly adhered to, and all bid forms and questions must be complete and submitted with the bid.

Omissions and variations shall result in immediate rejection of the bid.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction. Furthermore, in order to insure fair, ethical, and legal competition, neither the original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market (no exception).

If a bidder represents more than one fire apparatus company or brands of apparatus, they must only bid the top of the line that meets specification.

Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus specified.

Any apparatus manufacturer or their parent company who has had a performance bond called in the last 10 years, shall not be eligible to bid. Any bids from these manufacturers shall be immediately rejected (no exception).

Each bid shall be accompanied by a set of manufacturer's set of specifications consisting of a detailed description of the apparatus, construction methods, and equipment proposed to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all components, parts and equipment, providing proof of compliance with each and every item in the departments advertised

specifications. A letter only, even though written on company letterhead, shall not be sufficient. **An exception to this requirement shall not be acceptable.**

In accordance with the current edition of applicable NFPA standards, the proposal shall specify whether the fire department or apparatus dealership shall provide required loose equipment.

The City of Onalaska will utilize this advertised specification to compare all submitted bid proposals. To facilitate comparison, all bid proposal specifications shall be submitted in the same sequence as the advertised specification. Any bidder who fails to submit a set of bid proposal specifications, or who photo copies and submits these specifications as their own construction details will be considered non-responsive. This shall render such proposal ineligible for award.

The City of Onalaska's specification shall, in all cases, govern the construction of the apparatus, unless a properly documented exception or deviation was approved. Any bid indicating that the manufacturer's proposal shall supersede the purchaser's specification will be considered a complete substitute and immediately rejected.

THE CITY OF ONALASKA HAS THE RIGHT TO REJECT ANY BIDS WHICH DOES NOT MEET THESE SPECIFICATIONS AND IS THE SOLE DECIDER TO DEEM WHICH BID IS IN THE BEST INTEREST OF THE PURCHASER.

EXCEPTIONS

These specifications are based upon design and performance criteria which have been developed by the fire department as a result of extensive research and careful analysis. Subsequently these specifications reflect the only type of fire apparatus that is acceptable at this time and all specifications herein contained are considered as minimum. Therefore, exceptions to the specifications may not be accepted.

Bidders shall indicate "yes/no/exception" if their bid complies on each item (paragraph) specified.

If a product brand name is specified and is commercially available to all bidders, an exception to such items is not acceptable and such bid may be rejected.

Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. All deviations, no matter how slight, shall be clearly explained on a separate sheet, in the bid sequence, citing the page and paragraph number(s) of the specifications, how the proposal deviation is different, how the deviation meets or exceeds the specifications and why it is necessary, and entitled "EXCEPTIONS TO SPECIFICATIONS". The buyer reserves the right to require a

bidder to provide proof in each case that a substituted item is equal to that specified. The buyer shall be the sole judge in determination of acceptable substitutes.

Proposals that are found to have deviations without listing them or bids taking total exceptions to these advertised specifications will be rejected.

Bids not including all exceptions is a material breach and shall result in the bid being immediately rejected.

GENERAL DESIGN AND CONSTRUCTION

The cab, chassis, pump module, and body are to be entirely designed, assembled and painted by the prime vehicle manufacturer, which minimizes third party involvement on engineering, design, service and warranty issues.

All bidders shall provide a list of the company, manufacturing location, and engineering source for each individual major component, including but not limited to the welded cab assembly, the pumphouse module assembly, the chassis assembly, body and electrical system. Apparatus using any subcontracted cab, chassis, pump module, electrical system or body will not be acceptable.

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

The bidder shall make accurate statements as to the apparatus weight and dimensions.

QUALITY AND WORKMANSHIP

All steel welding shall follow American welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding shall follow American welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American welding Society standards A5.20-E70T1. Employees classified as welders are tested and certified to meet the American Welding Society codes upon hire and every three (3) years thereafter. The manufacturer shall be required to have an American welding Society certified welding inspector in plant during working hours to monitor weld quality.

The manufacturer shall also be certified to operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International organization for Standardization (ISO) specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid.

DELIVERY

Apparatus, to insure proper break in of all components while still under warranty, is preferred to be delivered under its own power. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

MANUALS AND SERVICE INFORMATION

The manufacturer shall supply at time of delivery, complete operation and maintenance manuals covering the complete apparatus as delivered. A permanent plate shall be mounted in the drivers compartment which specifies the quantity and type of fluid required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

Since video is much more effective than written documentation and can be replayed for new personnel and as a refresher for existing personnel, an apparatus safety video, in DVD format, shall be provided at time of delivery. A link to the video is also available on the factory training website. This video shall address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus. Safety procedures for the following shall be included on the video: vehicle pre-trip inspection, chassis operation, pump operation and maintenance.

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be conducted with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. Vehicle shall adhere to the following parameters:

- A) The apparatus, when fully equipped and loaded, shall have not less than 25 percent nor more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.
- B) The apparatus shall be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.
- C) The service brakes shall be capable of stopping a fully loaded vehicle in 35 feet at 20 mph on a level concrete highway. The air brake system shall conform to Federal Motor vehicle Safety Standards (FMVSS) 121.

D) The apparatus, fully loaded, shall be capable of obtaining a speed of 50 mph on a level concrete highway with the engine not exceeding the governed rpm (full load).

FAILURE TO MEET TEST

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, second trials may be made at the option of the bidder within 30 days of the date of the first trial. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be cause for rejection of the apparatus. Permission to keep or store the apparatus in any building owned or occupied by the purchaser or its use by the purchaser during the above-specified period with the permission of the bidder shall not constitute acceptance.

SERVICE AND WARRANTY SUPPORT (DEALERSHIP)

TO INSURE FULL SERVICE AFTER DELIVERY, THE SELLING BIDDER/DEALERSHIP MUST BE CAPABLE OF PROVIDING SERVICE WHEN REQUIRED.

The bidder/dealership shall show that the company is in position to render prompt service and to furnish replacement parts.

Each bidder/dealership must be able to display that they are actively in the fire apparatus service business by operating a factory authorized service center and parts repository capable of satisfying the warranty service requirements and parts requirements of the vehicle(s) being purchased.

The bidder/dealership must state the location of this authorized service center. This service center must have a staff of factory-trained mechanics, well versed in all aspects of service for all major components of the apparatus. The bidder/dealership must have a service center within a reasonable distance from the City of Onalaska for service calls. Reasonable distance to be determined by the City of Onalaska.

SERVICE AND WARRANTY SUPPORT (MANUFACTURER)

To provide an additional layer of service support, the successful manufacturer must also own a least two separate service facilities, one located in the northern portion of the US to service both Canada and the northern US states and one in the south to service the southern states.

The manufacturer must have an adequate amount of parts inventory to service the apparatus in a reasonable timeframe to ensure quick response and minimize down time. Furthermore, the manufacturer shall house the inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority. The bidder shall provide detailed documentation of service and replacement part resources.

Parts identification shall be provided to both the dealer and the Fire Department through an online web-based application for the specific truck reflected in this specification. Access will be granted using the specific VIN number of the vehicle. The online web application will provide the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance and service publications.

INSURANCE PROVIDED BY BIDDER

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Personal and Advertising Injury\$1,000,000

General Aggregate\$2,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy shall include Owner as an additional insured when required by written contract.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage shall be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit: \$1,000,000

UMBRELLA/EXCESS LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate: \$3,000,000

Each Occurrence: \$3,000,000

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Best.

All policies shall provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate shall show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

PRODUCT LIABILITY INSURANCE

The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form. The manufacturer's policy shall include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence: \$25,000,000

Aggregate: \$25,000,000

The umbrella policy shall be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Best.

All policies shall provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate shall show the purchaser as the certificate holder.

The bidder shall state the location of the factory where the apparatus is to be built.

NFPA 2024 STANDARDS

This apparatus specification includes a commercial chassis that has not been certified to meet the requirements of NFPA 1900 by the chassis manufacturer. Although this chassis may comply with certain aspects of the standard, has not received certification from this chassis manufacturer that all criteria have been met. The body as built by the manufacturer must comply with the NFPA standards effective January of 2024.

Certification of slip resistance of all stepping, standing and walking surfaces must be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points shall be identified on the customer approval print and are shown as approximate. Actual location(s) shall be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated shall be provided. This plate shall show the overall height, length, and gross vehicle weight rating.

The manufacturer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company shall designate, in writing, who is qualified to witness and certify test results.

BID BOND

All bidders shall provide a bid bond as security for the bid in the form of a 10% bid bond to accompany their bid. This bid bond shall be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond shall be issued by an authorized representative of the Surety Company and shall be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond shall include language, which assures that the bidder/principal shall give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle shall apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle shall not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision shall prevail.

PERFORMANCE BOND NOT REQUESTED

A performance bond shall not be included. If requested at a later date, one shall be provided to you for an additional cost and the following shall apply:

The successful bidder shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond shall be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates shall be made available, and a final firm delivery date shall be provided as soon as possible.

APPROVAL DRAWING

A drawing of the proposed apparatus shall be provided for approval before construction begins. The sales representative shall also have a copy of the same drawing. The finalized and approved drawing shall become part of the contract documents. This drawing shall indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the body as it interfaces with the commercial chassis, shall be provided.

DUAL ALTERNATOR, CHASSIS

The chassis will be equipped with dual alternators.

PAINT OEM STOCK COLOR

Cab Color: OEM Original Color

FORD F550 - 4X4 - DIESEL - 4 DOOR 84" CA - R

One (1) FORD F-550, two axle drive 4x4, dual rear wheels (DRW), four (4) door, XL, Crew Cab chassis.

Measurements / Capacities:

Cab to Axle: 84-inch

Fuel tank size: 40 US Gallon

Wheelbase: 203 inches

D.E.F Tank Size: 7.4 US Gallon Weight Ratings:

GVWR: 19,500 LBS Front

GAWR: 7,500 LBS Rear

GAWR: 14,706 LBS

Engine:

Powerstroke 6.7L Diesel V8 OHV Intercooled

Turbo

330 HP at 2,600 RPM
825 ft.-lbs. of torque at 2,000 RPM

Transmission:

TorquShift 10 speed automatic transmission with overdrive. PTO Provision

Axles:

Front Axle: 7,500 LBS HD front package, stabilizer bar, front shocks, auto locking front hubs with a manual backup feature.

Rear Axle: 14,706 LBS HD rear package, stabilizer bar, rear shocks. Differential gearing: 4.10 gears, limited slip

Electric Shift on the Fly transfer case.

Wheels:

Factory tires: 225/70/R19.5, radial all-weather tread.

Front wheels: two (2) 19.50" x 6" steel disc, ten (10) hole pattern steel wheels

Rear wheels: four (4) 19.50" x 6" steel disc, ten (10) hole pattern dual rear wheels.

Electrical System:

One (1) alternator 240 amp, 12-volt

Two (2) 12-volt, 750 CCA, 78-amp hour batteries AM/FM Stereo with MP3 Player with fixed antenna Upfitter Switches

Upfitter Interface Module

Operator controlled Manual Regeneration System Trailer Brake Controller

Trailer harness

High Idle Control: Capability

Cab Controls:

Controls for heat, defroster, and air conditioning Powered

Door Locks

Powered Windows

Powered Mirrors

Manual tilt steering wheel: (Unless superseded below in options)

Safety / Security:

Air bags: Safety canopy system, first row and second row overhead airbag restraint system, dual seat mounted side impact airbag restraint system

Brakes: 4-wheel ABS, disc brakes, brake assist Driveline traction control

Factory jack and lug nut wrench set Factory

Tow hooks

Seats:

Seating capacity: Six (6)

Front 40-20-40 HD folding split bench seat Rear 60-40 HD

folding vinyl bench seat
Manual driver lumbar support
4-way driver seat adjustment
4-way passenger seat adjustment

Miscellaneous Included Equipment:

Power Steering

Exhaust system: horizontally mounted,
discharge on passenger side of chassis aft of
rear wheels.

Cooling system: protected to -30 degrees

Printed Manuals: one (1) printed chassis operation manual

Colors:

Interior color: Medium Earth Gray Exterior

Cab color: Race Red

Black Grill with Black Insert

FORD XLT UPGRADE

The Ford chassis will be upgraded to the XLT Trim Package.

*This package will come with cloth seats and vinyl floors.

DUAL ALTERNATOR, CHASSIS

The chassis will be equipped with dual alternators.

TIRE PRESSURE INDICATOR

There shall be a set of tire pressure indicators installed on the valve stems of the wheels. The indicators shall show if the tire is at the correct pressure by showing a "Green" indicator on the valve stem. The indicator shall show "Red" when the pressure is incorrect.

CAB STEPS - FORD CREW CAB

The cab shall be equipped with steel step assemblies, on each side of the cab. There shall four (4) stirrup steps mounted two (2) each side on the cab steps. They shall be installed in the best location to allow easy access to the cab.

CONSOLE - POLY CUSTOM ENCLOSURE

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, map box, equipment storage, and auxiliary equipment. It shall extend fully to the dash.

CONSOLE - UPGRADED FUSE BLOCK

The fuse block in the center console shall be upgraded to a 5025 100amp style fuse block.

This fuse block shall be wired to the same signal as the rest of the Skeeter electrical system.

POWER OUTLETS, 12V, DUAL 4.8A USB, CAB

There shall be 1 Dual USB-A/USB-C power outlets rated at 4.8amps shall be provided in cab.

LOCATIONS: Determined at preconstruction.

CAB POLY - EMS CABINET - HALF 2ND ROW

The interior cab shall be equipped with an EMS storage cabinet. The cabinet shall be mounted between the back cab wall and the rear of the front seats. The cabinet shall be constructed of 1/2" polyurethane.

The cabinet shall be located on the driver's side. It shall be full height, and have two (2) adjustable shelves installed.

The cabinet shall be open on the inside (pass door facing side), and have cargo netting installed.

The cabinet shall be constructed to house EMS equipment.

2 INCH LIFT KIT - FORD 4X4

A 2" chassis lift kit shall be installed.

TIRES/WHEELS - DUALY - CONTITERRA HD3 245/70R19.5

The factory tires shall be removed and replaced with Continental 245/70R19.5 Continental Conti Terra HD3 tires on the factory supplied wheels. Rims shall be black.

INSTALL RADIO ANTENNAS (ANTENNAS ONLY)

Two (2) radio antennas with cable shall be supplied by the purchaser and installed on the apparatus at a location to be determined by the purchaser.

FRONT BUMPER - NO GRILL GUARD

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper.

The bumper shall have a 2" receiver mount included.

BUMPER PLATFORM, SMALL TRUCK

There shall be a 12" extension for the front bumper. It shall be covered in black aluminum diamond plate from the OEM grill to rear of the bumper extension and it shall be properly supported to hold up to 250lbs.

NOTE: This is NOT intended for personnel use while vehicle is in motion.

WINCH POWER PLUGS, 12V, QUICK DISCONNECT

two (2) Anderson type 12 volt quick disconnect electrical receptacles with covers shall be installed for the portable winch. Power cables shall be color coded "red" positive and "black" neutral; rated at 125% of winch power requirement including line drop; protected with conduit for mechanical abrasion and equipped with circuit breaker protection at the battery area.

A 500-amp 12-volt industrial series solenoid shall be installed to supply power to the Anderson plugs. The solenoid shall be activated by the upfitter switch.

Location shall be: one (1) front of the apparatus and one (1) rear of the apparatus

SMALL TRUCK AIR HORN

There shall be an HK aftermarket air horn kit installed on the apparatus. It will replace the OEM horn and be wired as such to operate via the OEM horn function.

RADIO INSTALL - 1 RADIO (CUSTOMER PROVIDED)

One (1) fire radio with two remote heads shall be supplied by the purchaser to be installed by bidder. One remote head to be installed in the pump compartment and one remote head to be installed in the center console.

Location: Finalized at preconstruction.

CAMERA SYSTEM - OEM - REAR CAMERA

The apparatus will have the OEM backup camera system installed.

REAR RECEIVER - STANDARD - WINCH/ROPE/TRAILER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for trailer use and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

TRAILER PLUG - 12V - 7 PIN

Wiring shall be provided at the rear of the apparatus for the towing of an auxiliary trailer. A 12-volt seven (7) pin electrical connector shall be wired to the chassis stop, running, and turn lights.

BODY, RSQ, ALUM, 150" X 96", 84" CAB

The body will be a custom fabricated severe service Rescue type, constructed of all

aluminum. The body shall be 150" long by 96" wide by 80" high designed for a 84" cab to axle dimension.

The body shall have a painted finish. Color: TBD

The inside of the compartments shall be coated in Zolatone.

There shall be diamond plate covering the full front face of the body.

FLAT-BED SUB-STRUCTURE

The body shall have 6" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

FLAT-BED CROSS-MEMBER SUB-STRUCTURE

The cross-members shall be 3" structural aluminum I beams.

FLAT-BED MOUNTING

The body shall be bolted to the chassis frame rails at the front, middle, and rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement.

SQUARE CORNERS -- BODY

The front corners of the flat-bed body shall be square.

FUEL FILLER

The fuel filler tube and cap shall be installed at the driver's side, rear of the body and include hinged doors.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of .190" aluminum smooth plate on all exterior surfaces. The wheel well openings will be cut out round to conform to the wheels.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights.

SIDE BODY COMPARTMENT, FRONT BODY -- L3,R3

A body equipment storage compartments shall be installed at the front of the body just behind the headache rack, one (1) each side of the apparatus. The dimensions Driver's side shall be approximately: 56" wide, 62" high, and 18" deep (lower). There shall be an appropriately sized header above the door to accommodate any selected options. The compartments shall be constructed of .190" aluminum smooth plate on all exterior surfaces.

The compartments shall be equipped with roll-up doors.

TRANSVERSE COMPARTMENT

The upper portion of the front vertical compartments shall be transverse. The dimensions shall be 56" wide x 41" high x 96" deep.

SIDE UPPER MIDDLE BODY COMPARTMENTS --L2,R2

There shall be two (2) side upper mid body compartments, one (1) each side. The dimensions shall be approximately: 50" wide, 38" high, and 18" deep. There shall be an appropriately sized header above the door to accommodate any selected options. The compartments shall be constructed of .190" aluminum smooth plate on all exterior surfaces.

The compartments shall be equipped with roll-up doors.

SIDE BODY COMPARTMENTS, REAR BODY -- L1,R1

Two (2) body equipment storage compartments shall be installed at the rear of the body just behind the side upper body compartments, one (1) each side of the apparatus. The dimensions shall be approximately: 44" wide, 62" high, and 18" deep. There shall be an appropriately sized header above the door to accommodate any selected options. The compartments shall be constructed of .190" aluminum smooth plate on all exterior surfaces.

The compartments shall be equipped with roll-up doors.

REAR BODY COMPARTMENT --B2

A body equipment storage compartments shall be installed at the rear of the body. The dimensions shall be approximately: 60" wide, 41" high, and 82" deep. There shall be an appropriately sized header above the door to accommodate any selected options. The compartments shall be constructed of .125" aluminum smooth plate on all exterior surfaces.

The compartment shall be equipped with a roll-up door.

REAR CENTER UNDERBODY COMPARTMENT --B1

An underbody equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop-down door with dual latches installed. The floor shall be constructed of .190" aluminum.

Each compartment shall be equipped with anodized roll-up doors. (Unless superseded by upgrade option)

Each front vertical compartment shall have one (1) fixed shelf.

Each rear vertical compartment shall have two (2) adjustable shelves. The compartments shall be equipped with:

- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent

Compartment Matting shall be installed in the compartments. It shall be black in color and lock together design.

The actual door openings shall be approximately 4" smaller in dimension.

ROOF HATCH COMPARTMENTS -- TOP OF BODY

There shall be two (2) roof hatches that will run on both sides of the body from front to rear. There will be no hatch running across the front of the body. The hose bed (between the hatches) will run the center of the body from the front to rear.

NOTE: All body compartments shall be as large as engineering allows, but no less than dimensions listed above.

NFPA COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.

REAR STEP, PULL OUT

There shall be a rear "Pull-Out-Fold-Down" step located at the rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

8" REAR TUBE BUMPER WITH 45 DEGREE ANGLED CORNERS

A custom fabricated 96"x4"x8"x1/4" square box tubing rear bumper shall be installed. It shall have angled corners. The angled corners will be at 45 degrees.

SCBA BOTTLE STORAGE

There shall be two (2) SCBA bottle storage tubes located in the wheel well on the passenger side. There shall be an aluminum locking door securing the bottles.

ADJUSTABLE SHELF

There shall be 8 adjustable shelves located in the compartments listed below. Compartment constructed of .190 smooth aluminum. There shall be adjustable tracking

mounted to the wall of the compartment to allow height adjustment of the shelf. The shelf shall be no larger than 4 feet wide by 2 feet deep. The tracking shall be as long as possible to allow for max adjustment range of shelf.

QTY AND LOCATION: 2 each in rear compartments, 1 in each middle compartment, and 1 in each forward compartment.

200 GALLON WATER TANK

The water tank shall have a capacity of **at least** 200 gallons of water. Tank shall be as large as engineering allows.

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

The water tank construction shall conform to applicable NFPA standards.

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

FOAM PAIL MOUNTING PROVISIONS

There shall be mounting provisions and plumbing provisions for a 5-gallon foam pail.

PSTANK WATER LEVEL GAUGES

There shall be two (2) Whelen PSTANK water level gauges with black bezels mounted on the apparatus.

One (1) shall be installed on each side of the body. Locations shall be TBD Pre-construct.

FOAM SYSTEM

A draft-style foam system shall be installed.

SIREN SPEAKERS (2)

Two (2) Whelen Model #SA315P, Projector Series siren speakers shall be provided with bracket. The 100-watt siren speakers shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the grille.

WHELEN, FREEDOM IVWCX WITH OPTICOM

There shall be a Whelen 72" Freedom IV WCX Series lightbar installed on the apparatus. The 72" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two-piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall contain the following components:

One (1) K4W7R0R0 72" Freedom IV WCX Series

Two (2) F4WAR Add One Super-LED® Warning/Alley Lights

Eight (8) F4DLR Add Super-LED® Light head, 1 Long Red/Red

Two (2) F4DLC Add Super-LED® Light head, 1 Long White/White

One (1) F4795H Pre-wire for GTT 795H Opticom Emitter

One (1) 795H Add GTT 795H Opticom Emitter

One (1) 02-0487987-05 Add Option, sub spacer brackets 60" & 72" center option

DOOR AJAR LIGHT WITH ALARM

A "door ajar" warning system shall be installed on the center console. There shall be a red flashing LED light with a clear lens.

There shall also be an audible alarm that sounds while the light is flashing.

The door ajar system shall be activated by door ajar switches installed on every compartment door.

STOP/TAIL/TURN LIGHTS, WHELEN M6BTT/M6FCV4

Two (2) Whelen M6 Series Model M6sBTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FCV4 black flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface

mountable via two screws.

- Rear tail light cluster=M6FCV4
- Brake=M62BTT
- Turn=M62T
- Reverse=M62BU

The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light head shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtailed, a Santoprene rubber gasket and the #M6FCV4 black flanges shall be included for installation.

BACK UP LIGHTS, WHELEN M6 SERIES, LED,

Two (2) Whelen M62BU rear LED back-up lights shall be installed.

GROUND LIGHTS - CHASSIS - LED STRIPS - 4DOOR

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

SIREN, ELECTRONIC, WHELEN, CORE

A Whelen CenCom Core system shall be provided. This system shall control the warning and scene lights as directed by the fire department.

- Control head CCTL6 with Core
- Control unit C399

LIGHTBAR MOUNT, FRONT OF BODY, NO GUARD

The lightbar shall be installed on the front of the body.

WARNING LIGHTS, WHELEN, M-9R AND M-6 SERIES (12)

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed in the lower front

area of the cab. The warning lights shall incorporate Linear-Super LED and Smart LED technology. Each light head shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread. Each light head assembly shall have internal flasher, eleven (11) Scan-Lock flash patterns, including steady burn and synchronize power functions. The lighthoods shall have a conformal coated circuit board for moisture protection. The lights shall be mounted in a black plastic flange bezel assembly.

COLOR: RED LED/CLEAR LENS

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be installed in lower front bumper or cab fenders, one (1) each side, as far forward as possible. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The lighthouse shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread. The lighthouse assembly shall have internal flasher, eleven (11) Scan-Lock flash patterns, including steady burn and synchronize power functions.

COLOR: RED LED/CLEAR LENS

ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be located one (1) each side lower rear body corner, as far rearward as possible. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The lighthoods shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread.

COLOR: RED LED/CLEAR LENS

ZONE B AND D -- UPPER SIDE FRONT WARNING LIGHTS

Two (2) Whelen M-9R warning lights and a black flange shall be upper side front body panel, one (1) each side. The warning lights shall incorporate Linear Super-LED and Smart LED technology.

COLOR: RED LED/CLEAR LENS

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-9R warning lights and a black flange shall be upper rear body panel, one (1) each side. The warning lights shall incorporate Linear Super-LED and Smart LED technology.

COLOR: RED LED/CLEAR LENS

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-9R warning lights and a black flange shall be upper rear body panel, one (1) each side. The warning lights shall incorporate Linear Super-LED and

Smart LED technology.

COLOR: RED LED/CLEAR LENS

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be located one (1) each side, rear lower area of body. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The lightheads shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread.

COLOR: RED LED/CLEAR LENS

TRAFFIC ADVISOR, WHELEN TAM65

A Whelen Traffic Advisor model # TAM65 shall be installed on the rear of the apparatus. The traffic advisor shall incorporate a rectangular extruded black powder coated aluminum chassis with six amber TIR3 Super-LED lights with waterproof connectors. The TIR3 lights shall be installed in a clear optic hard coated polycarbonate lens housing. The traffic advisor should be connected to the CenCom Carbide to operate with the light-bar traffic advisor.

KUSSMAUL 1000

A Kusmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12-volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include a compatible Digital Status Display Center.

It shall also include 15 amp auto-eject style shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120-volt A/C equipment requiring shore power.

Location shall be: Rear body panel, d/s

Color of Digital Status Display Center and Auto Eject: Red

120V POWER PROVISIONS

There shall be a 4-plex 110v receptacle, 110v, in the following: one (1) on the forward wall of the LS3 and LS4 body compartment mounted up high, and one in the rear of the center console in the cab. They will power off the shoreline.

LETTERING, CAB, 3" REFLECTIVE GOLDLEAF APPEARANCE

The cab lettering shall be made of 3M Scotchcal type material and installed in the

customers desired location. There shall be no more than a total of fifty (50) 3" letters per door of apparatus. All lettering shall be reflective grade material.

1 - 4 - 1 REFLECTIVE STRIPE

The sides of the vehicle shall be provided with a .75" x 4" x .75" wide 3M brand Scotchlite reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 50% of the perimeter length of each side shall have reflective striping.

STRIPE, REFLECTIVE, SCOTCHLITE, CHEVRON,

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

Red SCOTCHLITE. Black

SCOTCHLITE

BACK UP ALARM

One (1) back up alarm shall be installed.

MUD FLAPS, REAR WHEELS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

FUSE BOX

An electric wiring enclosure for the 12-volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

ELECTRICAL HARNESS & WIRING

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree

Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage. Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non- conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors. Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

WIRING HARNESS, BODY ELECTRICAL

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

BATTERY SWITCH, MASTER DISCONNECT

A rotary type master disconnect switch shall be provided in the cab within easy reach of the driver. The switch shall have a switch plate with Off/On label.

There shall be a GREEN indicator light in the center console indicating the power is "ON".

CLEARANCE LIGHTS, LED, DOT

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE, MOUNTING

There shall be mounting provisions for the front and rear license plates.

An LED license plate light shall be installed on the rear vertical wall of the body for the rear license plate.

CAPACITIES PLACARD, REFLECTIVE

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity Pump
Capacities NWCG Typing
Contact Information

CHASSIS PREP

The chassis cab shall be "prepped" for fire apparatus production as follows:

- a) Wash and clean chassis
- b) Weigh chassis for NFPA reports
- c) Quality control check in.

FINAL ASSEMBLY

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest-level fire apparatus manufacturing

standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

12V ELECTRICAL LOAD

A 12-volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

ROAD TEST, 10 MILES

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

5-YEAR PARTS & LABOR/10-YEAR BODY INTEGRITY

A five (5) year parts and labor warranty by manufacturer and a ten (10) year warranty on the structural integrity of the body.

FULL 1900 APPARATUS NFPA AND SAFETY LABELING

Per NFPA a permanent label shall be mounted in the cab showing the following information:

A permanent label in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle and tire information:

1. Engine oil
2. Engine coolant
3. Chassis transmission fluid
4. Pump transmission lubrication fluid
5. Pump priming system fluid, if applicable
6. Drive axle(s) lubrication fluid
7. Air-conditioning refrigerant
8. Air-conditioning lubrication oil
9. Power steering fluid
10. Cab tilt mechanism fluid
11. Transfer case fluid
12. Equipment rack fluid
13. CAFS air compressor system lubricant
14. Generator system lubricant
15. Front tire cold pressure
16. Rear tire cold pressure

17. Maximum tire speed ratings

The following FAMA Labels shall be installed, further described below. FAMA Labels: 07,06,43,10,20,22,23,24,25,28,44,45,41,42,17

There shall be a label identifying the number of seat belted locations on the unit.

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

The below listed labels shall be installed on/in the apparatus. All labels shall comply with NFPA 1900 Edition standards on location and design set in each standard.

- (1) Fluid Data Label
- (2) Safety Sign FAMA07, Seat Belt Use
- (3) Safety Sign FAMA43, No Helmets Vehicle in Motion
- (4) Pump Test Label

The following shall be installed or provided on the apparatus in accordance with NFPA 1900:

One (1) placard indicating fluid type and capacity shall be installed on the apparatus

One (1) Label indicating height and weight of the apparatus shall be installed in a location visible to the driver.

One (1) Safety Sign, FAMA 06, which warns of the need to use a seatbelt while the vehicle is in motion.

One (1) Safety Sign, FAMA 10, which warns of the need secure all loose items in the cab while the vehicle is in motion.

One (1) Safety Sign, FAMA 24, which warns against riding on the vehicle while it is in motion.

One (1) Safety sign, FAMA 23, which warns of the proper climbing method, shall be visible to personnel entering the cab and at each designated climbing location on the body.

One (1) Safety sign, FAMA 25, which warns of the need for training prior to operating the apparatus, shall be located on the pump operator's panel.

One (1) Safety Sign, FAMA 43, warning not to wear helmets while vehicle is in motion shall be visible from each seat.

One (1) Indicator installed in the cab of the apparatus that when illuminated will indicate

"Pump Engaged" and "OK to Pump" if the apparatus is designed to pump and roll the indicator shall be labeled "OK" to Pump and Roll"

There shall be handrails at each entrance to driving or crew compartment and each position where there are steps or ladders for climbing.

There shall be a set of tire pressure indicators installed on the valve stems of the wheels. The indicators shall show if the tire is at the correct pressure by showing a "Green" indicator on the valve stem. The indicator shall show "Red" when the pressure is incorrect.

There shall be a low voltage electrical monitoring system, audible and visual alarm when voltage becomes low.

Two (2) solid bottom wheel chocks shall be included with the apparatus.

All materials used for exterior surfaces designated as stepping, standing, and walking areas and all interior steps shall have a minimum slip resistance in any orientation of 0.68 when tested wet using the English XL tester in accordance with the manufacturer's instructions or 0.52 when tested wet using the Brungraber Mark II tester in accordance with the manufacturer's instructions.

Rollover stability test results are available upon request.

The following equipment shall be furnished by the contractor:

1. Two solid bottom wheel chocks, mounted in readily accessible locations, each designed to hold the apparatus, when loaded to its GVWR, on a 15 percent grade with the transmission in neutral and the parking brake released
2. One set of tire tools, including a jack and a lug wrench, if a spare tire is carried on the apparatus

The following additional equipment shall be carried on the apparatus:

1. One of the following traffic warning devices:
 - a. Five fluorescent orange traffic cones not less than 28 in. (711 mm) in height, each equipped with a 6" (152 mm) retroreflective white band no more than 4" (102 mm) from the top of the cone, and an additional 4 in. (102 mm) retroreflective white band 2 in. (51 mm) below the 6 in. (152 mm) band
 - b. One reflective triangle kit
2. Five illuminated warning devices such as highway flares, unless the traffic cones or reflective triangles specified in 5.7.2(1) have illuminating capabilities
3. One traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, Standard for High-Visibility Public Safety Vests, and to have a five-point breakaway feature that includes two at the shoulders, two at the sides, and one at the front

4. One approved, dry chemical portable fire extinguisher with a minimum capacity in accordance with the following:
 - a. For a GVWR below 33,000 lb (15,000 kg), a 2A-10-B:C extinguisher
 - b. For a GVWR 33,000 lb (15,000 kg) and above, a 3A-40-B:C extinguisher
5. One first-aid kit

PRE-CONSTRUCTION CONFERENCE, AT FACTORY

A pre-construction conference shall be held at manufacturer. The purpose of the conference is to review and clarify aspects of apparatus components and construction. It shall be attended by representatives of the purchasing department, the apparatus dealer, and manufacturer.

The transportation to this meeting shall be the responsibility of purchaser.

PAYMENT TERMS, 100% ON DELIVERY AND ACCEPTANCE

Terms of payment for the specified vehicle shall be only cash or equivalent on delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

FINAL INSPECTION

Representatives from the purchaser and the dealer shall be present at manufacturer's manufacturing facility for the final inspection of the apparatus. A factory representative will assist the purchaser with review of the specifications to confirm they match the apparatus. Cost of transportation to and from the facility shall be the responsibility of the purchaser.

TRAINING, FACTORY SUPPLIED, FACTORY LOCATION

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at manufacturer.

DELIVERY, PURCHASER PICKUP

The apparatus shall be picked up at the manufacturer's plant by the purchaser.

*It is the purchaser's responsibility to transport all loose equipment not physically mounted to the apparatus

AIR HORNS IN BUMPER

There will be two (2) air horns recessed in the front bumper. They will be controlled by a switch in the center console.

PLYMOVENT EXHAUST TIP

The customer will provide a Plymovent magnetic exhaust tip to be installed by manufacturer.

LOW FREQUENCY BACK-UP ALARM

There shall be a low frequency back-up alarm.

AIR HORN LANYARD CONTROL

There shall be an electric ceiling mounted air horn switch with a lanyard (rope) to control the air horns. It will be located within reach of the driver.

CAB STEPS WITH ALUMINUM TREADPLATE

The stepping surface of the cab steps will be covered with an aluminum treadplate.

8" REAR BUMPER TREAD PLATE COVER.

The 8" rear bumper will be covered with an aluminum treadplate.

TREADPLATE FRONT OF BODY

There will be aluminum treadplate on the completed front of the body.

COMPARTMENT TILES

All shelves, trays and compartment floors are to have Turtle Tile (or Durable Tile) on the floors. The compartment floors will have ramps. Color: Black

S/S FENDER FLARES

There will be stainless steel fender flares on the rear body wheel wells. the flares will be black.

LS3/RS3 TRANSVERSE TRAY

There will be a transverse adjustable height tray in the LS3/RS3 compartment.

HANDRAILS

There shall be a pair of handrails, one on each side of the rear door that will run from the bottom of the door to the hose bed.

WHEEL CHOCK BRACKETS, SET

There shall be a set of wheel chock brackets to go with the wheel chocks. The wheel chocks will be mounted one forward of the rear wheels and one rearward of the rear wheels on

the driver's side of the body.

ELECTRIC COMPARTMENT HEATER

In the forward body compartment an electric heater with a fan will be provided it will have an on/off switch in the compartment. It will run off the chassis 12-volt electrical system. It will be a RoadPro 300-watt ceramic or similar.

BODY RUBRAIL

The side of the body will have a rub rail forward and rearward of the rear wheel.

STOKES BASKET STORAGE

There shall be storage for a stokes basket below the water tank/UHP system. It will slide in from the rear compartment. There shall be a door with latch to retain the basket.

NO FILL TOWER

There shall be no fill tower on the water tank.

PUMP/BODY COMPARTMENT HEATER

A compartment heater shall be supplied to keep the UHP Pump, water tank, and forward compartment (where the reels are) warm for Wisconsin winters. The compartment heater shall consist of a hot water heater, 12v circulated through a fan-forced radiator. It shall be filled with antifreeze.

20 GPM UHP SYSTEM

There shall be a Hydraulic PTO driven 20 GPM system with nozzle. It will be mounted in the rear facing body compartment. There will be a single reel mounted in the rear body compartment with a minimum of 150' of hose (prefer 200') and nozzle.

The reel will have a "roller" guide system to help deploy the hose. There will be rollers on each side of the rear body door or a swing out roller that will help will in keeping the hose off the body when pulled the hose to one side or the other.

All hydraulic components, with the exception of the PTO system, will be located as part of the skid unit in the center section of the body.

The control panel shall be installed in the rear compartment, adjacent to or mounted on the skid unit

There shall be an adjustable Class A foam system rated from 0% to 6%.

DOOR OPEN INDICATOR

The door open indicator "do not move" light to be separated with a light for the left and

right sides. They shall be mounted at the top Left and right corners of the console.

FOUR LIGHT FLANGES

The warning, stop, turn, tail and reverse shall be mounted in a Whelen M6FCV4 black flange.

FUSE BLOCKS

Fuse blocks shall consist of three (3) Blue Sea model 5025 6-circuit fuse blocks. One will be mounted by each of the 110-volt receptacles in the LS3/RS3/Center console. They will be battery direct.

Q2B SIREN RECESS

There shall be a recessed mount Q2B siren installed in the front bumper. The Siren grill and Guard will stick out in front of the bumper. Siren shall be black.

TECHNIQUE PERIMETER LIGHTS

All perimeter lights are to be Technique T-10-LC00-1 15" LED lights. Location TBD at Pre-construction meeting.

STREAMLIGHT VULCAN

Build will require Streamlight Vulcan LED model 44451 C4 flashlights. There shall be two (2) lights with chargers mounted in the RS3 on the forward wall. They shall be orange.

BLACK OUT PACKAGE

Black out package to include rims, aluminum tread plate, bezels, grill, wheel well flanges, grab handles, hose rollers, and any other material that has chrome or unfinished metal appearance.

HOSE BED COVER

A black vinyl hose bed cover shall be supplied by the manufacturer.

CITY OF ONALASKA STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of Onalaska. "Onalaska" shall mean the City of Onalaska. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. Onalaska may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by Onalaska for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to Onalaska. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, Onalaska shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of Onalaska, become the property of Onalaska. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to Onalaska for damages sustained by Onalaska by virtue of this Agreement by the Contracting Party, and Onalaska may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to Onalaska from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** Onalaska may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by Onalaska pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by Onalaska.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, Onalaska specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.

11. **DELAYS.** If performance of Onalaska's obligations is delayed through no fault of Onalaska, Onalaska shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by Onalaska is supplied for general guidance of Contracting Party only. Onalaska cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. **USE OF ONALASKA PROPERTY.** Any property belonging to Onalaska being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence (\$2,000,000 General Aggregate if applicable) for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, Onalaska shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of Onalaska, its officers, agents, employees, and authorized volunteers shall be Additional Insured's. Prior to execution of the Agreement, Contracting Party shall file with Onalaska, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide Onalaska with a thirty (30) day notice prior to termination or cancellation of the policy. Onalaska reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, Onalaska, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses arising from completion of the Agreement hereunder and in any manner directly caused or contributed to in whole or in part, by reason of any omission, fault, or negligent act, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Onalaska. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Onalaska waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement. Contracting Party shall reimburse Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of Onalaska have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify Onalaska in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify Onalaska of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify Onalaska, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or

an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of Onalaska. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of Onalaska. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to Onalaska for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to Onalaska.

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that several of the specific undertakings of Onalaska described in this Agreement may require approvals from the City of Onalaska Council, City of Onalaska bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the Onalaska Common Council. Onalaska's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. Onalaska cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of Onalaska, granting approvals or conditions attendant with such approval, the specific action of Onalaska shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of Onalaska. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices

is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of Onalaska 415 Main Street Onalaska, WI 54650	Copy to:	Attn. City Attorney City of Onalaska 415 Main Street Onalaska, WI 54650
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Contracting party shall identify in writing and provide to Onalaska the contact person and address for notices under this Agreement.

34. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by Onalaska, including but not limited to adopted or approved plans or specifications on file with Onalaska, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. Onalaska, or any of its duly authorized representatives, shall have access, at no cost to Onalaska, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that Onalaska is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist Onalaska in complying with any public records request that Onalaska receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless Onalaska, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to Onalaska's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Onalaska whereupon Onalaska shall take custody of said records assuming such records are not already maintained by Onalaska. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Onalaska shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the Onalaska Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the Onalaska Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.